

AGREEMENT BETWEEN HARRIS COUNTY AND KIND, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through its Community Service Department ("Department"), and KIND, INC., A Texas non-profit organization ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide Legal Services for specifically identified Grantees for the Department, as detailed herein and in (i) the Request for Proposal Purchasing Job No. 21/0032(2) (the "Services"), attached hereto as Exhibit A and incorporated herein by reference and (ii) the Harris County Guidebook for Immigrant Legal Services Fund (ILSF), attached hereto as Exhibit A-1 and incorporated herein by reference.
- B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- D) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- F) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder

and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- G) Contractor shall verify that each Subcontractor it retains to perform Services pursuant to this Agreement are in compliance with Sections D and E and F above.
- (H) “Contract Documents” and “Order of Precedence” The Contract Documents for the Project shall, unless defined otherwise in the Agreement, include the following:
 - i) Change Orders and Amendments to the Agreement which shall be for all intents and purposes, upon execution, attached and incorporated into this Agreement by reference;
 - ii) This Agreement. In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement, shall control over the Exhibits;
 - iii) The RFP, Attachments, and Exhibits to this Agreement. Any inconsistency between the Exhibits will be resolved in the following order – SOW, SOV, Project Plan, BAFO, SLA.
 - iv) Contractor’s response to the RFP

In the event of a conflict between any of the Contract Documents, the conflict shall, unless specified otherwise in the Agreement, be resolved using the order of precedence set forth above, with item i) being the document with the highest order of precedence.

A higher order document will supersede a lower order document to the extent necessary to resolve any inconsistencies between the documents; however, silence on any matter in a higher order document will not negate the provision of a lower order document as to that matter. Any ambiguities or inconsistencies among documents of identical precedence will be resolved by giving precedence to the most recent document. Notwithstanding the order of precedence set forth above, in the event of a conflict within the Contract Documents of the same priority, the County shall have the right, at its sole discretion, to determine which provision applies.

- (I) Errors and Omissions
Contractor shall not take advantage of or benefit from any apparent Error in the RFP. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the RFP or this Agreement, the Parties shall work with one another in good faith to determine the precise scope required by the Agreement. Contractor shall promptly notify the County in writing of all Errors which it may discover in the RFP or Agreement. The Parties shall meet within three (3) Calendar Days of such notice to discuss remedies and the Parties shall work with one another in good faith to remedy the error before proceeding with any affected work. Notwithstanding the above, in the event there are existing features

and functionality currently installed at the County but not included as part of this Agreement and identified as part of the code comparison of the County's currently installed Contractor applications, Contractor shall effectuate a no-cost Change Order and provide County with such features and functionality at no additional cost. However, if the addition of such features and functionality will extend the Project Timeline and cost, as determined by Contractor, the Contractor shall provide the County with a quote for such additional features and functionality. The County agrees to effectuate a Change Order to extend the Project Timeline and cost accordingly.

The apparent silence of the RFP, as to any level of detail, or the apparent omission of detailed descriptions concerning any issue or technical requirement, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used by the Contractor.

- (J) In all cases with regard to Contractor's performance hereunder commercially reasonable practice is to prevail and only material and workmanship of commercially reasonable quality may be used by the Contractor.

2) CONTRACTOR'S RESPONSIBILITIES

- A) Contractor shall bear all costs involved within the scope of work of Exhibit A. This shall include any fines or penalties assessed by other government agencies if loss or damage was caused by action or inaction of Contractor's employees or subcontractors.
- B) Contractor shall appoint a Contract Manager (CM) The CM shall meet monthly with County's representative to discuss and review performance under this Agreement. The CM's responsibilities shall include but not be limited to problem resolution, managing, directing, controlling, and tracking all work orders, attending meetings, and maintaining sufficient staff levels.
- C) Contractor shall hire personnel for the positions indicated in Exhibit A. The personnel shall have the qualifications as specified in Exhibit A.

3) INDEPENDENT PARTIES

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment,

firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day

Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.

- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

4) TERM

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for one (1) additional twelve (12)-month period (the "Renewal Term").

5) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according the rates found in the BAFO, attached hereto as Exhibit C and incorporated herein by reference. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

6) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered each month to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After

receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

7) **LIMITATION OF APPROPRIATION**

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of \$198,922.00. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.

- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

8) **TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) **TERMINATION**

- A) The County may terminate this Agreement at any time by providing thirty (30) days notice in writing to the Contractor.
- B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the

“Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

G) Agreement Transition.

i) In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

ii) As the Services to be provided hereunder are legal services and the represented party is not a party to this Agreement, Contractor agrees to, following the expiration, or earlier termination, of this Agreement continue providing legal services for any clients represented through this Agreement. Such legal representation following the Term hereof will continue without compensation from Harris County, except in the event of Harris County having terminated this Agreement without cause, until alternate counsel can be secured for any represented party or the conclusion of such party’s legal matter. Both Parties agree to, in any event, use their best efforts to ensure no represented party is not provided with quality legal representation in accordance with all applicable legal standards.

10) **RESERVED**

11) **NOTICE**

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: KIND, INC.
1201 L St. NW, Floor 2
Washington, DC 20005

To the County: Harris County Community Services Department
8401 Lantern Point Dr
Houston, Texas 77058
Attn.: Dulce Islas

Copy To: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002
Attn: Lytrina Bob

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

12) **COMPLIANCE AND STANDARDS**

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use

any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: Contractor shall not use County 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. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- J) NO FEDERAL EXCLUSION

- i) Contractor warrants that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
 - iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services 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. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor’s backup and support data for billings, and Contractor

shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees 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. Contractor shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.
- M) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov’t Code Ann. § 2252.908 concerning “Interested Parties,” Contractor warrants and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov’t Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov’t Code Ann. § 2270.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor’s signature on this Agreement constitutes Contractor’s written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

13) **PUBLIC CONTACT**

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any

material or information developed in the performance of its Services without the express written permission of the County.

14) **APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas

15) **TAXES AND CHARGES**

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

16) **PROHIBITION ON LIENS**

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

17) **NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the

Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

18) **CRIMINAL BACKGROUND CHECKS**

- A) Contractor agrees to perform a criminal background check, in accordance with TEX. GOV'T CODE ANN. §§411.135, 411.136, as amended, and obtain a criminal history record on all personnel furnished or assigned to perform Services at County facilities. Contractor warrants and represents that it will not assign any person:
 - i) who fails or refuses to provide information necessary to obtain a criminal background history; or
 - ii) whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified under state or federal law to perform services in a health care facility or unsuitable for assignment to County.
- B) County reserves the right, in its sole discretion, to have Contractor remove any of its personnel from County facilities.
- C) County reserves the right in the Department's discretion to require Contractor's personnel to obtain an identification badge. Contractor's personnel will cooperate in providing any information necessary for obtaining the badge. The identification badge will include a picture of the applicant. The identification badge is the sole property of the County and must be returned to the County upon personnel's termination of assignment or completion of Contractor's obligations under this Agreement, whichever occurs first.

- D) County reserves the right to determine, at its sole discretion, the placement or continued placement of any of Contractor's personnel. Any County concern regarding the suitability of Contractor's employees will be satisfied promptly, up to and including removal from providing Services to the County if necessary

19) **DRUG TESTING**

- A) **AT A MINIMUM, CONTRACTOR AGREES TO REQUIRE ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, ALL OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR EMPLOYEES TO SUBMIT TO ALCOHOL AND DRUG SCREENING. THE DRUG SCREEN, WITH CONFIRMATORY TESTING IN THE EVENT OF A POSITIVE SCREEN SHALL CONSIST OF THE FOLLOWING:**

- B) **THE INITIAL DRUG SCREENING IS AN ENZYME IMMUNOASSAY TECHNIQUE (EMIT) TEST TO DETECT THE FOLLOWING PROHIBITED DRUG GROUP LEVELS:**

<u>SUBSTANCES</u>	<u>EMIT CUT-OFF LEVEL</u>
1. MARIJUANA METABOLITES	50 NG/ML
2. COCAINE METABOLITES	300 NG/ML
3. PHENCYCLIDINE (PCP)	25 NG/ML
4. AMPHETAMINES 1000	1000 NG/ML
5. OPIATE METABOLITES	2000 NG/ML

- C) **ALL SPECIMENS IDENTIFIED AS POSITIVE ON THE INITIAL TEST ARE CONFIRMED USING GAS CHROMATOGRAPHY/MASS SPECTROMETRY (GC/MS) TECHNIQUES. THE CONFIRMATION TEST CONDUCTED IS GIVEN TO DETECT THE FOLLOWING PROHIBITED DRUG GROUP LEVELS:**

<u>SUBSTANCES</u>	<u>GC/MS CUT-OFF LEVEL</u>

1. MARIJUANA METABOLITES	15 NG/ML
2. COCAINE METABOLITES	150 NG/ML
3. PHENCYCLIDINE (PCP)	25 NG/ML
4. AMPHETAMINES	
AMPHETAMINES	500 NG/ML
METHAMPHETAMINE	500 NG/ML
(SPECIMEN MUST ALSO CONTAIN AMPHETAMINE AT A CONCENTRATION OF > 200 NG/ML)	
5. OPIATE METABOLITES	
CODEINE	2000 NG/ML
MORPHINE	2000 NG/ML
6-ACETYLMORPHINE	10 NG/ML
(6-AM IS ONLY TESTED WHEN MORPHINE CONCENTRATION EXCEEDS 2000 NG/ML)	

- D) IF THE CONFIRMATION TEST IS A LEVEL GREATER THAN THE GC/MS CUT-OFF LEVEL ABOVE, CONTRACTOR AGREES NOT TO ASSIGN THE PERSON TO PERFORM ANY SERVICES UNDER THIS AGREEMENT.**
- E) CONTRACTOR WARRANTS AND REPRESENTS THAT CONTRACTOR WILL PERFORM DRUG TESTING ON ANY PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT, AND THAT THESE PERSONNEL MUST PASS THE DRUG TESTING BEFORE PERFORMING SERVICES AS PROVIDED IN THIS AGREEMENT. CONTRACTOR UNDERSTANDS AND AGREES THAT THE REQUIREMENT FOR ADMINISTRATION AND PASSAGE OF THE DRUG TESTING REQUIREMENTS OF THIS AGREEMENT APPLY TO BOTH NEW PERSONNEL AND ANY EXISTING PERSONNEL WHO ARE TRANSFERRED TO POSITIONS PERFORMING SERVICES UNDER THIS AGREEMENT AND THAT THE HCSO WILL NOT ACCEPT THE RESULTS OF ANY DRUG TESTING ADMINISTERED MORE THAN SIX (6) MONTHS PRIOR TO THE DATE THE PERSONNEL ENTER ANY FACILITY.**

- F) CONTRACTOR UNDERSTANDS AND AGREES THAT FOLLOWING ANY INJURY, ACCIDENT OR WORKER'S COMPENSATION CLAIM INVOLVING ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, CONTRACTOR SHALL PERFORM DRUG TESTING USING THE PROCEDURES OUTLINED IN THIS AGREEMENT.**

20) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Contractor shall maintain at a minimum:
- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.
- One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit D, which is attached hereto and incorporated herein by reference.

21) **NO FEDERAL EXCLUSION**

- A) Contractor warrants that Contractor is not an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

- B) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement.

22) **OWNERSHIP OF DOCUMENTS; COPYRIGHT**

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Documents”) developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

23) **AUDIT RIGHTS**

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor’s cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

24) **WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

25) **SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

26) **SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

27) **CONTRACT CONSTRUCTION**

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

28) **SUCCESSORS AND ASSIGNS**

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Contractor shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

29) **NO THIRD-PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

30) **EFFECTIVE DATE**

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

31) **ENTIRE AGREEMENT; MODIFICATIONS**

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

32) **EXECUTION, MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

Signatures to Follow on Next Page

KIND, INC.

By _____

Name: _____

Title: _____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO,
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: _____

Randy Keenan
Assistant County Attorney
C.A. File: 21GEN3186

EXHIBIT A

Request for Proposal Job No. 21/0032(2)

(follows behind)



HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.
21/0032

PROPOSAL FOR: Implementation of the Immigrant Legal Services Fund Program for the Harris County Community Services Department (Beginning on or about June 1, 2021 and ending twelve (12) months thereafter)

DUE DATE: **MONDAY, APRIL 5, 2021**

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

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

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

Buyer: **Shawn R. Venables at shawn.venables@pur.hctx.net or 713-274-4435**

Total Amount of Proposal: \$_____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

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

Telephone: _____ Fax: _____ e-mail: _____

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

Print Name _____

Signature: _____

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

TABLE OF CONTENTS

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

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

GENERAL REQUIREMENTS FOR PROPOSALS

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

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

ACCESS TO RECORDS

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

ACH VENDOR PAYMENT (Automated Clearinghouse)

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

ADDENDA

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

ASSIGNMENT

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

AWARD

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

BONDS

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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

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

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

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

Contractor/Vendor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor/Vendor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's/Vendor's signature on the Contract/Agreement constitutes written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

CONTRACT OBLIGATION

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

CONTRACT RENEWALS

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

CONTRACT TRANSITION

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

DIGITAL FORMAT

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

DISQUALIFICATION OF OFFEROR

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

E-MAIL ADDRESSES CONSENT

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

EVALUATION

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

FISCAL FUNDING

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

GOVERNING FORMS

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

GOVERNING LAW

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

GRANT FUNDING

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

HIPAA COMPLIANCE

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

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

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

INVOICES AND PAYMENTS

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

MAINTENANCE

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

NAME BRANDS

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

NEW MILLENIUM COMPLIANCE

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

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

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

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

PROPOSAL FORM COMPLETION

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

PROPOSAL RETURNS

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

PURCHASE ORDER AND DELIVERY

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

RECYCLED MATERIALS

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

SAFETY DATA SHEETS

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

SCANNED OR RE-TYPED RESPONSE

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

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

SUPPLEMENTAL MATERIALS

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

TAXES

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

TERM CONTRACTS

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

TERMINATION

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

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

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

TITLE TRANSFER

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

WAIVER OF SUBROGATION

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

WARRANTIES

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

VENDORS OWING TAXES OR OTHER DEBTS

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

Revised 10/18

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

- Vendors are encouraged to read the Request for Proposals (RFP) Application Guidebook in its entirety prior to preparing a response to this RFP.
- **Please refer to attachment j., Application Guidebook, for specific instructions for submitting a response.**
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph on page 7 of the General Requirements section.
- All documents must be labeled with the vendor's name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.

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

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

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various Harris County Community Services Department personnel and Harris County Purchasing. **Please refer to pages 16-17 of attachment j., Application Guidebook, for details about the evaluation process and criteria.** Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgements must be made by the Evaluation Committee.

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

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

AWARD

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

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

LEGAL DOCUMENTS

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

INVOICES

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

PURCHASE ORDERS

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

TOLL/PARKING FEES

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

REVISED PER ADDENDUM NO. 1

SPECIFICATIONS

Implementation of the Immigrant Legal Services Fund (ILSF) Program for the Harris County Community Services Department

SCOPE

Harris County is accepting proposals from qualified vendors for the Implementation of the Immigrant Legal Services Fund (ILSF) for the Harris County Community Services Department (CSD). The program shall provide direct legal representation to indigent detained immigrants and immigrant families facing removal. Detained immigrants who are eligible to be represented with ILSF funding must be residents of Harris County and are facing deportation proceedings where ILSF representations begins at any location within 100 miles of Harris County. Services are to begin on or about June 1, 2021 and end May 31, 2022.

It is the responsibility of each proposer to examine the entire RFP package, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Shawn R. Venables, Office of the Purchasing Agent, via email to shawn.venables@pur.hctx.net or by fax to (713) 437-8732. All questions relating to this RFP must be submitted by **12:00 p.m. local time in Houston on Thursday, March 25, 2021**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

M/WBEs

Harris County strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority- and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County's procurement process. The County expects Vendors to make a good faith effort and the Vendor agrees to reasonably assist the County to meet or exceed goals for awarding contracts associated with a project the County procures, operates, maintains, or constructs to M/WBEs.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled on **Friday, March 12, 2021 at 10:00 a.m. CST**. Attendance is not mandatory, but all vendors should attend in order to have a better understanding of the requirements of this RFP. Should you wish to attend, you must RSVP to Shawn R. Venables at Shawn.venables@pur.hctx.net by **Tuesday, March 9, 2021 no later than 12:00 p.m. CST**. By RSVP request, you will be provided with the conference line number and access code to dial in to attend the meeting. Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at (713) 274-4400 at least two (2) days prior to the conference.

RENEWAL OPTIONS

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

SPECIFICATIONS (CONTINUED)

BACKGROUND

Providing fair representation in immigration proceedings is the single most effective way to ensure that due process for all U.S. residents is safeguarded and that immigrant families who have a legal right to remain in the County are not needlessly separated without receiving basic protections. Harris County seeks to protect the rights of its immigrants because they are vital to our community and local economy. Every year, thousands of detained families and individuals are forced to represent themselves in immigration court because they lack legal representation. This results in deportation of families and individuals who have a legal right to remain in the country.

REQUIREMENTS

Please refer to attachment j., Application Guidebook for further details regarding the general services and requirements the vendor will be asked to perform under the ILSF.

PRICING/DELIVERY INFORMATION

RENEWAL OPTIONS

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

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

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

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

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

Harris County Tax Acct. No.*Property address or location**

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

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

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

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

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

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

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

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

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

MINIMUM INSURANCE REQUIREMENTS

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL STATEMENT

Condition of vendor at close of business month, _____, 2020.

ASSETS

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

LIABILITIES AND NET WORTH

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

REFERENCES

Vendor must provide a minimum of three (3) references or letters of reference from companies for whom similar services have been provided within the past twelve (12) months. If submitting letters in lieu of Attachment h., References, the letters must include the following information:

- Business Name, contact person, phone number and email address
- List of services/products provided
- Although Harris County would prefer references located in Harris County, it is not required
- Ability to fill services requests

References must be current and verifiable. Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of response. In addition, failure to provide verifiable references may be cause for rejection of proposal submitted.

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 j.

Application Guidebook
(19 pages)

(For prospective vendors downloading this proposal from Harris County BuySpeed Online at <https://bid.hctx.net/bsa/login.jsp>, the Application Guidebook 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)

SUBCONTRACTOR LISTING FORM

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

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

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

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

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

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

Signature of Contractor: _____

Print Name: _____

EXHIBIT “A-1”

Immigration Legal Services Fund – Guidebook

(Follows Behind)

HARRIS COUNTY

GUIDEBOOK FOR

IMMIGRANT LEGAL SERVICES FUND (ILSF)

A. GENERAL REQUIREMENTS & CONDITIONS

Limitations of the RFP

Harris County reserves the right to accept or reject any and all proposals received. In addition, Harris County reserves the right to negotiate with all qualifying LSPs or to cancel in whole or in part, an application if deemed in the best interest of Harris County as it relates to the overall goal of assisting Harris County immigrants in obtaining fair legal representation as a result of deportation proceedings.

Available Funds

Harris County recognizes the value of universal representation and a public defender-type model for detained immigration proceedings. The ILSF program will have a strong preference for a Universal Representation Model (URM). ILSF funds will be prioritized to LSPs who provide representation in which at least 60 - 75% of their caseload is represented under URM. Organizations may apply for a proposed Alternative Representation Model (ARM), but must explain why they are proposing their model. Any organization may utilize a combination of URM and ARM, so long as the majority of cases are URM. LSPs that propose using a combination of the URM and an ARM will need to explain how they contemplate allocating funds across both models and the number of clients that are anticipated to be served under each. Regardless of the representation model being proposed, LSPs should explain their approach to, and process for, intake and acceptance of cases.

- Total Initial Allocation: two million dollars (\$2,000,00) per year for one year, for the provision of non-profit legal service providers, with at least a one-year extension.

Location of Project/Program

The applicant's primary business activities must take place within 50 miles of Harris County.

Length of Project Period

Projects will be funded for one year. Projects may be renewed for up to one additional year pending available funding.

Eligible Applicants

501(c)(3) non-profit legal service providers, either alone or in collaboration with other entities, who deliver immigration legal services to low-income and/or indigent residents of Harris County may apply for funding. All non-profit LSPs and organizations **must have non-profit status with supporting documentation from the IRS at the time of application.** Harris County will verify debarment status through the System for Award Management (SAM) and the Office of Foreign Assets Control's Specially Designated National and Blocked Persons List. Applicants listed as debarred in either system will not be considered for funding through Harris County. Applicants must carry legal malpractice insurance.

Minimum Criteria

Proposals must:

- Explain how the LSP will provide legal representation to immigrants involved in deportation proceedings, other legal services associated with deportation proceedings

and/or address existing gaps in current legal services that benefit residents of Harris County.

- Serve and benefit an individual, child(ren) or families who have been detained and facing deportation who are residents of Harris County or intend to reside in Harris County upon release, demonstrated by having a sponsor or living arrangements within the County. Project must document residency in Harris County. (See scope of work for residency requirements) This can be proven through a self-attestation of address.
- Serve low to moderate income populations; the project must document income eligibility. This can be proven through a self-attestation of income.
- Demonstrate commitment to coordination among LSPs providing detained removal defense services including, but not limited to, those organizations awarded this funding.

Low-to-moderate income is defined as earning less than 80 percent of the median family income (MFI). The FY 2020 MFI for the Houston-The Woodlands-Sugar Land, Texas, HUD Metro FMR Area is \$73,080. The table below denotes current income limits for FY 2020. Please note that these limits are updated annually.

Table 1: HUD FY 2020 Income Limits for Houston-The Woodlands-Sugar Land, Texas, HUD Metro FMR Area

	1	2	3	4	5	6	7	8
Extremely Low Income Limits*	\$16,600	\$18,950	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	44,120
Very Low (50%) Income Limits	\$27,600	\$31,550	\$35,500	\$39,400	\$42,600	\$45,750	\$48,900	\$52,050
Low (80%) Income Limits	\$44,150	\$50,450	\$56,750	\$63,050	\$68,100	\$73,150	\$78,200	\$83,250

Source: U.S. Department of Housing and Urban Development

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

All applicants must complete the application in a professional manner, with all sections completed in their entirety, as well as demonstrate knowledge and experience in the area of the program/project proposed. Applicants must also maintain any required licensing and other qualifications needed to carry out the proposed program (i.e. admitted to practice and in good standing in any state, etc.) and provide if requested.

LSPs and collaborating organizations must demonstrate financial viability and capacity to operate a program utilizing any stated leverage funds and within the proposed budget that may be subject to negotiation if selected for award. A financially viable organization is one that is able to:

- Demonstrate an existing and consistent cash flow
- Have a separation of duties for personnel, time allocations, pay stubs, etc.
- Have adequate staff to dedicate to the proposed program and/or be able to hire in a timely manner (within 90 days of contract execution).

Immigrant Legal Services Fund Coordinator

Harris County may engage with an entity to work with County employees to coordinate reporting, data collection and advisory services, as needed, that will serve as a liaison with LSPs to ensure a coordinated reporting format and make recommendations for enhancing service delivery for the ILSF program. If awarded, LSPs will be expected to designate time and provide a point of contact for such coordination services, as well as attend any meeting needed for the coordination of the Program.

Vera SAFE network

To support the ILSF Program, Harris County will apply for membership to the Vera Institute of Justice's (Vera) Safety and Fairness for Everyone (SAFE) Network. The membership will allow the County to receive various levels of support from Vera and may include "catalyst" funding of up to \$100,000, technical expertise, training, and data collection and analysis to strengthen local legal representation efforts. Any funding from Vera would be awarded directly to LSPs participating in the ILSF Program that utilize URM for a period of one-year. All LSPs participating in the ILSF will have to use Vera's reporting tools, as well as any software necessary to comply with the County's or Vera's reporting needs.

Tax Policy for all Applicants

Pursuant to TX Local Government Code 262.0276, Harris County requires that all applicants' taxes be current to be eligible for assistance. Whether or not an applicant's taxes are delinquent will be determined by an independent review of the Tax Office records. Applicants who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Tax Office website found at www.hctax.net. Prior to submitting a proposal, applicants are encouraged to visit the Tax Office website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if during the performance of this contract, an applicant's taxes become delinquent, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045.

Disbursement of Funds

Harris County will negotiate a monthly flat fee for distribution of funds to awarded LSPs. This means that funds will be available to the applicant ***in the form of a monthly, negotiated flat fee payment***; however, no costs incurred prior to contract approval may be reimbursed. Finalized disbursement arrangements will be made through negotiations for contract execution.

To claim payment, LSP shall submit an invoice for services satisfactorily rendered during the period since the last payment was due, which services must include submission of any required data reports.

Harris County requires that LSPs and organizations provide documentation that they will **have adequate working capital** or an open line of credit through a financial institution to cover project costs not covered by county funds. Working capital must be in the form of liquid assets. Future grants and other donations that are verified will be accepted.

Conflict of Interest

Conflict of Interest declaration provides that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal or county funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. All organizations must complete and submit the Conflict of Interest Disclosure section of the application to document any perceived or actual conflict of interest.

Monitoring Reviews

Upon funding of an awarded project, monitoring becomes an important component of the Grants Management process. It is critical that Harris County and contractors maintain the appropriate documentation to support their activities in accordance with applicable federal, state and local guidelines and Harris County Community Services Department reporting requirements.

In conducting performance reviews, Harris County will primarily rely on information obtained from the applicant's performance reports, records from on-site monitoring, and audit reports, none of which will include personally identifiable information for any clients served through this program nor any documentation protected by attorney-client privilege, including attorney work product. Performance monitoring reviews typically result in a formal written report from Harris County summarizing the monitoring review and indicating whether or not the applicant was found to be in compliance with all applicable regulations or requirements.

Recordkeeping and Reporting

LSPs will maintain records, consistent with ABA standards, and provide an annual report to Harris County. Periodic financial reporting may be required for payment. Specific reporting requirements will be included in the award terms and conditions. Records supplied to Harris County will not include any personally identifying information for any clients served or their family members, nor will they include any other confidential information or work covered by privilege, such as attorney-client privilege or attorney work product.

Access to Records

Harris County Staff have the right to access awarded applicant (LSPs) financial records as related to the ILSF Program and delivery of services while maintaining attorney-client privilege.

B. SCOPE OF WORK & PROGRAM SPECIFIC REQUIREMENTS

Scope of Work

- **Eligibility Criteria:** Individuals unrepresented by legal counsel and facing deportation who are residents of Harris County and are unable to afford representation (i.e., must have a household income below 80% of the AMI).
 - For purposes of the ILSF, residency of Harris County can be proven prior to detention or the threat of deportation, or an individual can show an intent to reside in Harris County upon release from detention. Residency shall be based on prior documented work history in Harris County, and/or documentation of occupied residency in Harris County (lease, utility bill, or similar documentation with person's name, or verification via third party of residency; self-attestations of residence or intent to reside shall also be accepted)
- **Holistic Representation:** Representation may encompass services that are outside services provided under traditional models of representation to ensure that intersectional needs of the clients are met (e.g., allocation of budget items towards pro bono services (legal or otherwise), referrals, social workers, and other potential services).
- **Representation in Appellate Proceedings:** Although LSPs are not required to provide additional representation in post-conviction proceedings, federal habeas corpus, or post-BIA appeals, regardless of the representation model used, LSPs are encouraged to provide appellate representation when merited by the issues in the case.
- **Representation Options**
 - **Universal Representation Model (URM):** Universal representation aims to ensure that anyone facing deportation who cannot afford counsel has access to publicly-funded immigration representation from the initiation of proceedings until there is a final decision on the case. Providing representation without regard to the likelihood of success, similar to a public defender model, is intended to promote equity and due process for all immigrants in deportation proceedings. Under URM, representation should begin in removal proceedings, also known as "Section 240 proceedings."
 - LSPs that use the URM provide publicly-funded immigration representation to anyone who meets the eligibility criteria (to the extent funding allows).
 - Representation should begin as early in Section 240 proceedings as possible (including bond hearings), with an understanding that the client may not be encountered until later in the process.
 - Where there are funding limitations, LSPs that use the URM should first prioritize representation of anyone in detention who meets the eligibility criteria.
 - **Continuity of Representation:** LSPs are expected to provide representation at all stages of their client's immigration proceedings until there is a final decision in the case. Continuity of representation is expected even where a case cannot be resolved until after the contract period ends.

The following proceedings are among those included in the scope of representation: master calendar hearings; bond proceedings; competency hearings; merits hearings; applications for immigration relief from removal and related proceedings; and Board of Immigration Appeals (BIA) proceedings.

- LSPs that use an URM should measure and report on various metrics for the representation provided under the ILSF, based on best practices and in coordination with CSD.

Alternative Representation Model (ARM): Alternative representation models prioritize representation based on factors such as perceived likelihood of obtaining relief, urgency of circumstances requiring representation, and type of relief sought. Organizations may choose to propose an ARM in conjunction with URM in order to provide services beyond Section 240 proceedings, for instance.

- LSPs proposing an ARM must explain their prioritization framework or approach for providing representation to those who meet the eligibility criteria.
- LSPs must be able to justify their proposed ARM in terms of meeting an identifiable need for publicly-funded legal representation that would otherwise go unmet.
- **Continuity of Representation:** LSPs may provide representation for a single stage (e.g.: bond-only representation) or multiple stages of proceedings. If an LSP elects to provide representation at a specific stage, the LSP is expected to continue representation until that service is complete. Continuity of representation is expected even where a case cannot be resolved until after the contract period ends.
- LSPs that use an ARM should measure and report on various metrics for the representation provided under ILSF based on best practices and in coordination with CSD.

- **Determination of Eligibility at Later Stages:**

- If a client is first served by the ILSF while in detention and is released while the case is pending, the LSP will re-screen for financial eligibility and shall withdraw from representation if a client is no longer financially eligible for services under the ILSF Program. LSPs may withdraw if a client who is released from detention changes venue outside of the Houston Immigration Court.
- Withdrawal is also permitted when required for legal or ethical reasons. LSPs should provide a plan on how they will handle withdrawal situations to ensure clients still have access to legal representation.

Legal Service Provider Requirements

Proposals may be submitted by an individual nonprofit LSP, multiple nonprofit LSPs in collaboration, or by a private LSP in collaboration with a non-profit organization. Eligible applicants must meet the following minimum qualifications:

- Be a nonprofit organization with a 501(c)3 status in good standing for at least two years, or have a fiscal sponsor with a 501(c)3 status, or be a collaborative of nonprofit LSPs and private firms,
- Demonstrate capacity to provide high-quality, holistic legal representation to detained immigrants and/or immigrants facing removal,
- Have licensed attorneys with immigration law expertise, specifically in removal proceedings; or staff or under contract who will directly provide the services described in this RFP; or the ability to timely hire attorneys,
- Demonstrate that all professionals (attorneys, accredited representatives, social workers, etc.) involved in providing services under the contract have the appropriate professional licenses and are in good standing professionally,
- Be able to begin providing legal services described herein within 90 days of contract execution,
- Demonstrate willingness and ability to implement the URM, or other acceptable representation model for cases funded by the County,
- Collect and share anonymized data with Harris County regarding all removal defense representations funded under this grant. Data reporting will be expected through the disposition of each case initiated under the contract. The information gathered will be key for developing evidence regarding the impact of representation across the United States on a variety of measures and could be used to inform future efforts to secure funding for new and existing representation programs. LSPs will collect data such as a) number of clients receiving legal representation, b) relief identified, c) applications for relief, voluntary departure, or other immigration court actions taken, d) economic ties to the community, e) family ties to the community, f) household composition including number of minors within the household, and g) number of cases, including averages and other metrics, for attorneys representing clients.
- Participate in Harris County-organized conference calls, convening, or trainings to share best practices for removal defense and increasing representation for immigrants facing removal
- Demonstrate willingness to engage and/or educate communities (including communities impacted by immigration enforcement) regarding immigrant rights.
- LSPs will not charge clients any legal fees for services that are covered under this Scope of Work. LSPs should not charge clients any ancillary fees (including but not limited to expert fees, interpreter fees, and application fees) for services that are covered under this Scope of Work. LSPs may budget for these fees and other applicable fees in their proposals. When reasonable, LSPs should attempt to limit costs by applying for fee waivers and taking advantage of other resources that may be available (such as the Texas Access to Justice interpreter line).

C. FREQUENTLY ASKED QUESTIONS (FAQS)

Can I create my own RFP forms?

Follow the stated submission guidance on formatting, number of pages (10 total at 12 pt. font) and use the provided budget form.

What is the Universal Representation Model?

The universal representation model envisions a system where everyone facing deportation has access to due process and a fair day in court even if they cannot afford an attorney, regardless of income, race, national origin, or history with the criminal justice system.

The six pillars of the Universal Representation Model

1. Every person facing imminent threat of deportation is represented by an attorney.
2. Where resources are limited, representation for those in detention is prioritized.
3. There are no eligibility criteria other than income, residence in Harris County, and a lack of private counsel. Akin to public defense in criminal cases, no one is excluded on the basis of a prior criminal conviction, or any other reason.
4. Representation is merits-blind. Clients are represented without considering the likelihood that the case will have a “successful” outcome in immigration court.
5. Representation is continuous and begins at the onset of the case. Attorneys represent clients until there is a final decision on the case: from bond hearing to hearings challenging underlying criminal convictions or other collateral proceedings, through to appeal. This continuity of representation exists even if the person is transferred to a different jurisdiction or voluntarily moves upon release from custody.
6. Public taxpayer dollars fund representation. Protecting the basic right of due process is a public duty. Investing public money is also critical to sustaining and institutionalizing universal representation locally while building toward a national system of deportation defense.

What is an acceptable alternative to the Universal Representation Model?

Potential alternatives include but are not limited to:

- Selection of cases based on the merits of the case, case type, the urgency of the next hearing, prioritization of certain circumstances (e.g. children without other caretakers).
- Meets program eligibility requirements for services and serves persons facing removal proceeding who are detained, including representation during the bond hearing.
- Meets program eligibility requirements for services and serves persons facing removal proceedings, where the first point of contact is while in detention. Representation can begin at the onset of the case or on appeal. Attorneys represent clients until there is a final decision on the stage (i.e., bond hearing, hearing challenging criminal convictions or other collateral proceedings, or appeals) where the case is taken. LSPs are expected to continue representation until that service is complete.

When will the contract period begin?

Contracts will begin upon approval of awards and contracts by Harris County Commissioners Court. Contract period will be for one year with the possibility of a one year extension.

What type of documents may be used as working capital documentation?

Any of the following may be used as proof of your organization's working capital:

- A letter from your financial institution on letterhead, stating the line of credit amount available to the organization.
- Annual organizational budget or 3 most recent bank statements.
- If the non-profit has a thrift shop or other income generating business, they may submit a copy of the IRS 990 or 990-T form as proof of the thrift shops/business revenue.

Capital documentation must be a demonstration of **liquid assets** to cover leverage and operating expenses for the organization.

Does a private non-profit applying for funds need a 501(c)(3)?

Yes, all immigration legal services non-profits must have their 501(c)(3) status from the Internal Revenue Service to be eligible for funding. Documentation of 501(c)(3) status must be included in each proposal.

Can a for-profit entity or a 501(c)(3) with less than two years in good standing collaborate with an existing 501(c)(3) with at least two years in good standing?

Yes, organizations may collaborate with an existing 501(c)(3) with at least two years in good standing, but the lead applicant must be a 501(c)(3) organization with experience providing immigration legal services.

What is a DUNS number?

A DUNS number is a unique nine-digit identification number, for each physical location of your business. DUNS Number assignment is FREE and can be obtained at: <http://fedgov.dnb.com/webform>

EXHIBIT B

Omitted

EXHIBIT C

Contractor's Best and Final Offer

(follows behind)



**DeWight Doppslauf, C.P.M., CPPO
Harris County Purchasing Agent**

September 28, 2021

KIND, Inc.
1201 L St. NW, Floor 2
Washington, DC 20005

RE: Request for Proposal (RFP) – Job No. 21/0032 – Implementation of the Immigrant Legal Services Fund Program for Harris County Community Services Department

Dear Carolina Neufield:

Harris County is preparing to make a recommendation of award for the above mentioned RFP. At this time, Harris County is requesting your Best and Final Offer (BAFO). Please submit your BAFO for the subject RFP to the undersigned at the Office of the Purchasing Agent, no later than **2:00 p.m., Friday, October 1, 2021**. Please mark the BAFO to the attention of Lytrina Bob, Sr. Contracts Administrator, 1001 Preston, Suite 670, Houston, Texas 77002, or, you may e-mail lytrina.bob@pur.hctx.net.

The following represents what Harris County understands to be your current offer. Please indicate your BAFO in the column next to the current offer, complete and sign the attached pricing sheet where indicated.

<u>Current Offer</u>	<u>Best & Final Offer</u>
\$180,000	<u>\$ 198,922</u>

If you have any questions, please direct them in writing to my attention or call me at (713) 274-4483.

Sincerely,

//s// Lytrina Bob
Sr. Contracts Administrator

M. R. Ratio
Signature

Oct 1, 2021
Date



EXHIBIT D

Contractor's Proof of Insurance

(follows behind)

ORDER OF COMMISSIONERS COURT

Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND KIND, INC.

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Agreement with Kind, Inc. to provide legal services for selected eligible parties for the Harris County Community Services Department under RFP Job No. 21/0032(2) at a cost to the County of up to \$198,922.00. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.