



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

April 20, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190091

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Disaster Recovery Program Management for Harris County (Winter Storm Uri)

Vendor: Tetra Tech, Inc.

Term through: August 17, 2021 with two (2) six-month renewal options

Amount: \$597,385

Reviewed by: X Budget Management Department X Harris County Purchasing

An emergency purchase order was issued in the amount of \$50,000 and will be increased upon execution of the Agreement.

Sincerely,


DeWight Dopslauf
Purchasing Agent

SRV

Attachments

cc: Budget Management Department
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 27, 2021

AGREEMENT BETWEEN HARRIS COUNTY AND TETRA TECH, 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 Budget Management Department ("Department"), and Tetra Tech, Inc. ("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 disaster management program services associated with the County's response to Winter Storm Uri (the "Services"), as detailed Contractor's Scope of Work, attached hereto as Exhibit A and Request for Proposal ("RFP") Purchasing Job No. 19/0091 (the "Services"), attached hereto as Exhibit B and incorporated herein by reference. This Agreement and Exhibit B control over Exhibit A if there is any conflict between the provisions of this Agreement or Exhibit A and Exhibit B.
- 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 is in compliance with Subsections D and E and F above. If Contractor uses Subcontractors, as defined in the RFP, Contractor shall comply with the terms and conditions indicated in the RFP to Subcontractor work. Contractor shall at all times be responsible for the performance of its subcontractors. No term or agreement of Contractor's agreement with any Subcontractor shall alter the terms and conditions of this Agreement. Contractor shall remain responsible for the work of its Subcontractors.
- H) Contractor shall ensure that any clauses the Department of Housing and Urban Development ("HUD") or the Federal Emergency Management Agency ("FEMA") require to be included in bid documents are included in subcontracts issued to each Subcontractor in accordance with the applicable rules and guidance put forth by those entities and as set forth in this Agreement or in any exhibit, appendix or other document attached hereto and/or incorporated herein by reference.
- I) Contractor shall perform the Services in accordance with the grant requirements attached hereto as Exhibit C and incorporated herein by reference as if set forth word for word.

2) CHANGE CONTROL PROCEDURES

Over the term of this Agreement, the Parties may evaluate new business processes, technology and other innovations that may improve the value of the Services for the County. Whether as a result of such opportunities or in the event of unanticipated changes to the scope, schedule or other matters (including without limitation relevant policies, procedures, processes or related matters) affecting the Deliverables or Services (including those resulting from Force Majeure), Contractor will prepare and submit a proposal. Such submission is referred to as a "Change Order Proposal" and, when agreed, is referred to as a "Change Order". Upon submission of such Change Order Proposal, both Parties shall work in good faith to finalize a Change Order to be reflected in a modification to this Agreement and/or the applicable Scope of Services, which shall be executed by the Parties. With respect to other changes to the scope, schedule or other matters affecting the applicable Scope of Services, Contractor will continue performing the Services or providing the Deliverables in accordance with the Scope of Services without change, until such Change Order is finalized and executed by both parties.

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

This Agreement is effective upon approval of Commissioners Court and covers Services provided for the period from February 18, 2021 through August 17, 2021. At the County's option, this Agreement may be renewed on the same terms and conditions for two (2) additional six (6) month terms ("Renewal Term").

5) CONTRACTOR'S COMPENSATION

- A) Subject to the Limit of Appropriations, the County agrees to pay Contractor according to the rates provided in the Contractor's Proposal, attached hereto as Exhibit A and incorporated herein by reference. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. The Parties shall amend this Agreement to provide further detail regarding budget and program allocation modifications in subsequent years as necessary.
- 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 risk.
- 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 County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas and this Agreement within thirty (30) days after receipt of the invoice.
- D) Contractor understands and agrees that the funding of this Agreement contained in the County's annual fiscal budget is subject to approval of the Commissioners Court of Harris County, Texas (the "Court"). Contractor further understands and agrees that if for any reason the Court withdraws funding, reduces funding, or elects

not to include sufficient funds in any of the County's annual fiscal budgets, or fails to approve a budget for the County that includes sufficient funds for the continuance, renewal, or extension of this Agreement, then this Agreement shall terminate and the County shall have no further obligation to Contractor other than payment for Services performed by the Contractor up to and including the date of termination. Contractor shall not be entitled to receive any liquidated damages, incidental or consequential damages, late fees, penalties, interest or finance charges under this Agreement. A failure by the County to provide sufficient funds in the Department's annual fiscal budget for any year for the funding of this Agreement does not provide for any damages or cause of action whatsoever including, but not limited to, a claim for breach of contract.

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 Five Hundred Ninety-Seven Thousand Three Hundred Eighty-Five and No/Dollars (\$597,385.00).
- B) It is expressly understood and agreed that County has available the total maximum sum of funds, as stated above, and certified available by the County Auditor for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. 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.
- C) If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Agreement, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County certifies additional funds, as evidenced by a written amendment to this Agreement, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.
- 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.
- E) The amount in this section covers services provided beginning February 18, 2021, prior to execution of this Agreement. The Contractor hereby releases the County

from any claims to additional funds for Services provided for the response to the winter storm. Any funds in addition to the funds appropriated here will require an amendment to this Agreement.

8) GRANT FUNDS

- A) Contractor understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Grant Funds") for the term of the Agreement. It is expressly understood and agreed that the County has no County funds available with which to pay its obligations hereunder except funds allocated and received by the County under the Grant awarded to the County. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent. It shall be the obligation of Contractor to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Contractor receive any Grant Funds from the County that are determined not subject to payment with Grant Funds, Contractor shall refund to the County any and all such amounts that have been paid by the County.
- B) Contractor understands and agrees that the payment obligations created by this Agreement are conditioned upon the availability of third-party funds and appropriated for the payment of such obligations under the Grant. In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the County Auditor through the issuance of the purchase order for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. In the event the Grant Funds are discontinued or reduced and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, the Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Grant Funds is limited to the amount of Grant Funds received. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to, liquidated or incidental damages, late fees, penalties, and finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement. Contractor shall provide the products, services and deliverables during the applicable grant period only.
- C) Contractor understands and agrees that the Grant Funds awarded to the County are the exclusive funding of the Agreement. In order to be eligible for payments under the Grant, Contractor agrees to comply with all of the applicable terms and

requirements of the Grant as supplied by the County, which are attached hereto as Exhibit C: Grant Clauses. Contractor further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant only to the extent the denial of reimbursement is caused by Contractor's negligent act or omission in regards to the grant clauses in Exhibit C. Federal Grant Regulations require that Contractor pay all suppliers and subcontractors performing services under this Agreement within ten (10) days of receipt of payment from the County.

- D) Contractor understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Contractor knows that the funds available will not cover the cost of the Services, Contractor shall notify the County immediately.
- E) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any questionable charges, the County shall pay each undisputed invoice in accordance with Texas state law.

9) TERMINATION

- A) The County may terminate this Agreement at any time with or without cause 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. In the event the Agreement ends by either expiration or termination, Contractor shall provide Services for 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.

10) DISPUTE RESOLUTION

- A) In the event of any dispute arising out of or relating to this Agreement the affected Party shall notify the other Party, and the Parties shall attempt in good faith to resolve the matter within ten (10) days after the date such notice is received by the other Party (the "Notice Date"). Any disputes not resolved by good faith discussions shall be referred to senior executives of each Party, who shall confer at a mutually acceptable time and an agreed location, within thirty (30) days after the Notice Date and attempt to negotiate a settlement. If the dispute is not resolved at such a meeting, either Party may pursue its available legal rights and remedies after the passage of such thirty (30) day period.

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: Tetra Tech, Inc.
 2301 Lucien Way, Ste.120
 Maitland, FL 32751

Attn: Betty Kamara

To the County: Harris County Budget Management Department
1001 Preston, Suite 500
Houston, Texas 77002
Attn.: Shain Carrizal

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

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

12) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT,

CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

13) 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.

14) 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) 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.
- G) 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."
- H) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement has been approved by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly –
- i) Either one controls or can control the other party or
 - ii) A third party controls or can control both

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

- I) 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 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,
 - 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.
- J) 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 reasonably 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.

- K) 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.
- L) 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.
- M) 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.
- N) Anti-Boycott. In accordance with Tex. Gov’t Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

15) 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.

16) 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.

- 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

17) 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.

18) 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.

19) 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.

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, One Million Dollars (\$1,000,000.00) 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) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) 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 authorize 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.

27) 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) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

28) 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.

29) EFFECTIVE DATE


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

30) 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.

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.

TETRA TECH, INC.

By: 
Name: Jonathan Burgiel
Title: Business Unit President
Date: April 13, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

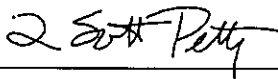
By: 
T. Scott Petty
Assistant County Attorney
C.A. File 21GEN0974

EXHIBIT A

Tetra Tech Scope of Work

(follows behind)

Proposal to Harris County, Texas for Consulting Support for Texas Severe Winter Storm (DR-4586)

Submitted to:

Shain Carrizal
Budget Management Department
Harris County
1001 Preston, Suite 500
Houston, TX 77002
shain.carrizal@bmd.hctx.net

Submitted by:

Technical representative:

Mr. John Buri
1500 Citywest Boulevard
Houston, TX 77042
Mobile: (713) 737-5763
E-Mail: john.buri@tetrattech.com

Contractual representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 803-2551
E-mail: betty.kamara@tetrattech.com

A. Introduction

Harris County, Texas (County) is one of many communities within the State of Texas impacted by the Presidentially declared Disaster DR-4586-TX. Tetra Tech is available to offer support through the submittal of this proposal to mobilize, provide Consulting Support to the County in response to this emergency.

Tetra Tech is pleased to submit the following Task Order Proposal to provide the County with recovery management consulting services through the following tasks:

- Task 1: Project Startup
- Task 2: Emergency Operations Center (EOC) Planning and Staff Augmentation
- Task 3: Site Inspections
- Task 4: Project Data Collection and Reconciliation
- Task 5: Project Application and Post Obligation Support
- Task 6: Project Management and Technical Assistance

B. Scope of Work

Task 1 – Project Startup

The County and Tetra Tech agree that the Team will provide on-site and remote consulting services associated with the start-up of the County's response and recovery activities as follows:

- Identify list of applicable projects related to the event
- Assisting County with the preparation, review, and submittal of the Disaster Summary Outline (DSO) by gathering response costs and initial damage estimates
- Consulting County staff from relevant departments to advise on best practices for proper documentation and collection practices in accordance with documentation and audit requirements of the FEMA Public Assistance Program,
- Establishing a process for documenting, gathering, tabulating, and reconciling force-account labor, material, and equipment use records, as well as contracts utilized for emergency disaster-related activities
- Planning for administration and the upload of required documentation into the FEMA Grants Portal
- Attending recovery planning and strategy meetings at the request of the County

Task 2 – Emergency Operations Center (EOC) Planning and Staff Augmentation

Tetra Tech stands ready to assist Harris County Office of Homeland Security and Emergency Management (OHSEM) with Emergency Operations Center (EOC) recovery planning staff augmentation services in response to the Severe Winter Storms recently experienced by Harris County (DR-4586-TX). Understanding that the severe winter storm recovery effort is currently underway and therefore may evolve; Tetra Tech will remain flexible to Harris County's changing needs. The project is prepared to provide staff augmentation support to OHSEM for a four-week (30-day) period.

Tetra Tech is prepared to provide both onsite and remote staff support. As requested by OHSEM, one onsite staff member will support communications and information exchange between OHSEM and the County Judge's Office (CJO), taking the lead on the bi-weekly required reporting. This position will be onsite for two weeks. The second position will serve as staff support for the Harris County Recovery Manager supporting meetings, documentation preparation, stakeholder engagement, and other duties as

assigned. This position will be onsite for the duration of the period. Remote planning and administrative staff will also be available to support the task through report development, documentation development, and formatting, among other duties.

Tetra Tech is prepared to start work immediately. The identified on-site recovery planners can be available within a few days of notice to proceed, the virtual staff can be available the next business day.

Task 3 – Site Inspections

Subtask 3.01 Site Inspection Planning

The Team will assist the County in planning and preparing for FEMA Site Inspections. The Team will provide the County with best practices on how to complete site inspections and capture critical information required for project formulation. The Team will also assist with scheduling FEMA site inspections.

Subtask 3.02 Site Inspection Execution

Tetra Tech will provide staff members to attend FEMA Site Inspections with County staff. The Team will assist the County's staff by capturing critical information during the visits. Consultant staff will review FEMA's Site Inspection Report alongside County technical staff and advise on potential compliance pitfalls.

Subtask 3.03 Damage Descriptions and Dimensions (DDD) Development

Tetra Tech will compile damage data to create FEMA required DDD's on a project basis and assist the County in documenting information required by FEMA through their Grants Portal Project Application process.

Task 4 – Project Data Collection and Reconciliation

Subtask 4.01 Force Account Documentation Collection and Desktop Review

The County will provide Tetra Tech with its force account labor, equipment, material and invoice records directly related to the event for which the County is seeking reimbursement via FEMA's Public Assistance program. Upon receipt of this documentation, the Team will conduct a preliminary desktop review of the data to identify systematic data/information deficiencies that may impact data entry, reconciliation and the creation of force account summary records. Tetra Tech will communicate deficiencies to the County for resolution.

Subtask 4.02 Force Account Data Entry and Reconciliation

Upon receipt of force account documentation, the Team will begin the process of entering and reconciling each force account record in our SharePoint database consistent with FEMA PA force account summary requirements. Should documentation issues or deficiencies be further identified during the data entry and reconciliation process, they will be reported to the County for resolution.

Subtask 4.03 Procurement Support

Tetra Tech will provide preliminary procurement assistance to the County regarding emergency procurement procedures and options related to federal and state reimbursement programs. Tetra Tech will provide continued legal support regarding the procurement process to County leadership during the initial declaration period. Tetra Tech will perform initial procurement reviews, as requested, as well as communicate with County leadership regarding ongoing contract and procurement issues as needed.

Subtask 4.04 Project Data Package Preparation

Tetra Tech will compile and review relevant required Project Worksheet (PW) files for identified projects including maintenance records, county developed cost estimates (if applicable), site inspection documentation, relevant drawings and dimensions, solicited bids/quotes, and other documents required by FEMA for their Streamlined Grants Portal Application process.

Task 5 – Project Application and Post Obligation Support

Subtask 5.01 Application Support

Consultant will support the County in providing responses to FEMA’s questions from Program Delivery Managers (PDMGs) and the Consolidated Resource Center (CRC).

Subtask 5.02 Post-Obligation Support

Consultant will support the County by communicating and assisting with action items and deliverables with the State of Texas Department of Emergency Management (TDEM) and FEMA including:

- Analyze final costs to review accuracy of project cost under/overruns and prepare Requests for Reimbursement (RFR) submissions for obligated and completed projects
- Monitor TDEM Grants Management System (GMS) for Requests for Information (RFIs)
- Prepare quarterly reimbursement requests for Management Costs
- Prepare version requests on a project basis as needed through FEMA
- Prepare time extensions for FEMA/ TDEM project periods of performance
- Prepare TDEM required quarterly reports for Obligated projects

Task 6: Project Management and Technical Assistance

Subtask 6.01 Project Management

Tetra Tech will perform Project Management tasks required to execute the contract scope of work and requirements including:

- Project Management Forecasting- Activities related to financial projections, daily tracking & reconciliation of actual versus projected spend
- Project Management Oversight- Tasks related to oversight of operations for Task Order processes and projects

Subtask 6.02 Technical Assistance

Tetra Tech will provide consulting assistance to City management regarding aspects of the disaster recovery process such as:

- Preparedness and planning for emergency response requirements and options
- Consulting regarding cost recovery strategies and identification of eligible activities
- Establish and facilitate communications between FEMA, County Officials, Texas Department of Emergency Management (TDEM), and other state and local officials participating in response and recovery tasks

C. Project Costs

The proposed estimated budget of **\$597,385.00** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for services under this task order will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in the Master Services Agreement between the County and Tetra Tech. Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Task [1] [2]

Task	Estimated Total
Task 1: Project Startup	\$23,390.00
Task 2: Emergency Operations Center (EOC) Planning and Staff Augmentation	\$58,210.00
Task 3: Site Inspections	\$111,625.00
Task 4: Project Data Collection and Reconciliation	\$299,470.00
Task 5: Project Application and Post Obligation Support	\$55,785.00
Task 6: Project Management and Technical Assistance	\$48,905.00
Estimated Total	\$597,385.00

Table 2: Estimated Cost Breakdown by Labor Category [1][2]

Labor Category	Estimated Hours	Hourly Rate	Estimated Total
Principal-in-Charge	152	\$225.00	\$34,200.00
Project Executive	7	\$220.00	\$1,540.00
Subject Matter Expert	567	\$290.00	\$164,430.00
Program Manager	75	\$165.00	\$12,375.00
Project Manager	79	\$145.00	\$11,455.00
Deputy Program Manager	400	\$155.00	\$62,000.00
Disaster Recovery Consultant IV	923	\$135.00	\$124,605.00
Disaster Recovery Consultant II	602	\$120.00	\$72,240.00
Analyst II	996	\$115.00	\$114,540.00
Totals:			\$597,385.00

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task.

D. Assumptions and Exclusions

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **On-Site/Remote Support.** This budget assumes this assistance will be provided by a combination of on-site support for site inspections and remote staff.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format or paper copy upon request.
- **Ineligible Work.** Tetra Tech cannot make eligibility determinations - only FEMA is able to do this under the FEMA PA program. Tetra Tech will notify County administration of data associated with possible ineligible activities (due to the nature of the activity or lack of documentation).
- **Access to Key Personnel.** Availability of the County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Exclusion for Hazard Mitigation Services.** This proposal does not include costs for Hazard Mitigation services during rebuild or reconstruction design phases for permanent repairs. To the extent that the County requests these services, Tetra Tech will detail a scope and budget for the requested effort in a separate task order submission to the County for approval.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be incorporated into the resulting Purchase Order as an exhibit in its entirety.

EXHIBIT B

Request for Proposal Job No. 19/0091

(follows behind)



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

April 15, 2019

TO: All Vendors

RE: Job No. 19/0091

DUE DATE: April 22, 2019, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each response for Disaster Recovery Program Management for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 2

1. Is there an incumbent vendor for Disaster Recovery? **Yes.**
2. If a firm is a nationally certified woman-owned business, registered on Sam.gov, and recognized by HUD, but not State of Texas or locally certified, does the firm qualify towards the MWBE goal? **National, state and local certifications for Minority and Women Owned Business Enterprises (MWBE) status are acceptable. Also, vendors are required to facilitate MWBE participation in their subcontracting and hiring plans to the greatest extent feasible to perform the scope of work described in the RFP.**
3. Is Harris County using an Independent Cost Estimate for evaluation purposes? **Yes. An Independent Cost Estimate is developed for all Community Development Block Grant (CDBG) procured vendors per 2 CFR 200. This information informs the evaluation. However, the evaluation is based on most qualified at the best price and most responsive to the scope of work detailed in this RFP.**
4. Will Harris County be awarding this project to a single vendor or multiple vendors? **Depending on the quality and scope of the proposal, the County may award to a single or multiple vendors as it deems necessary to accomplish its goals. The intent is to award to one (1) vendor, however, multiple vendors may be awarded to best accommodate the needs of Harris County.**
5. Are there any vendors currently in place? **Harris County has vendors that were awarded previous procurements for various services for Disaster Recovery (DR) Programs.**
6. Is construction management part of the scope of this project? **Not directly under this RFP. Awarded vendor will provide program administration and management by way of designing, improving and implementing internal controls, establish reporting tools, and other regulatory and programmatic compliance functions as described in the scope of services.**
7. Will the awarded vendor oversee the CDBG construction projects? **Direct construction oversight will be limited. Awarded vendor will provide program administration and management by way of designing, improving and implementing internal controls, establish reporting tools,**

and other regulatory and programmatic compliance functions as described in the scope of services.

8. If a vendor is awarded this project, does that preclude the vendor from bidding on other DR construction projects (conflict of interest)? **No, it does not preclude the vendor from bidding on other DR construction projects provided that the conflict of interest is addressed accordingly. If the awarded vendor is providing administration, monitoring and compliance functions for the programs, the vendor must show how a conflict of interest would *not* come into effect if they have or are bidding on other DR projects. That is, the vendor must establish the separation of duties, management and oversight, and demonstrate that there is no conflict of interest or the appearance of such.**
9. If a firm is a subcontractor for another prime contractor performing implementation services for Harris County, but scope for subcontractor is limited/firewalled to the extent that they cannot oversee the work of the prime contractor performing implementation services, does this alleviate perceived conflict? **Possibly, the vendor must show in detail how a conflict of interest would not come into effect if they have or are bidding on other DR projects.**
10. Are there any IT components or services to be provided on this project? **Only as it relates to the State and locally established reporting systems, mapping and possible public reporting systems (i.e. web-based accomplishment/performance dashboards and websites).**
11. Will the contract that results from this RFP include the reconnection of people that have been displaced by floods? **The purpose of several programs that the awarded vendor will be working on are by their nature assisting those affected by disasters including floods.**
12. Any references in the RFP package stating “THIS SOLICITATION DOES NOT INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES NOT APPLY shall be revised to read “THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY”.
13. May a firm submit a response as a prime contractor AND as a subcontractor under a separate prime contractor? **Yes.**
14. May a firm be included as a subcontractor under multiple prime contractors? **Yes.**
15. Will team be based from County offices or do we need to procure office space? **It is at the discretion of each proposing vendor as to how they respond to Question 21 of the Questionnaire located in the RFP on page 93. However and as needs arise, the proximity to or co-locating with County departments may be needed to perform the scope of work for this RFP.**
16. Will master program management be responsible for administering infrastructure consultants and infrastructure projects? **Program administration/management is requested by this RFP for housing and infrastructure programs and projects.**
17. Section G, MWBE UTILIZATION COMMITMENT – If the proposer (prime) is a certified HUD and MWBE, will the prime’s status meet the minimum requirements for HUB and MWBE

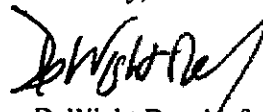
participation? **Vendors are required to facilitate MWBE participating in their subcontracting and hiring plans to the greatest extent feasible to perform the scope of work described in this RFP.**

18. **Section B. Content of Proposal – 1. FIRM EXPERIENCE & QUALIFICATIONS – Offeror's should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. If the offeror has one or more of its three (3) similar projects currently on-going, will these be acceptable for the response providing we provide the dates of performance as current? Yes. Provide details on current project status and performance particularly as it relates to established timelines to meet tasks and final completion and quality of work.**
19. **Section III. Proposal Instructions – Please confirm if the proposal has a page limit. Vendor proposals are not limited to any number of pages. Vendors must submit as succinct a proposal as possible which includes all information requested in this RFP.**
20. **While the County does not need design services or licensed engineers to review and validate design drawings for this contract, is it expected that this contract will provide technical assistance, monitoring and oversight of design and construction activities as it relates to compliance and technical assistance with State and Federal regulations and completion of work? Yes, as it relates to adherence to Federal and State regulations such as, but not limited to, Davis Backon, Section 3 and County standards.**
21. **In the pre-proposal conference there was mention of a need for a system of record, will the RFP be amended to reflect this change in scope? Harris County has procured and or uses the system of record provided by Federal and/or State agencies overseeing the Federal Emergency Management Agency (FEMA) and the United States Department of Housing and Urban Development (HUD) disaster-related funding. The County must use these systems and seeks an awarded vendor(s) to assist with management and compliance with program and federal requirements. Assistance may include, but is not limited to, document review, development and management, designing and implementing effective internal tracking and monitoring tools, and as further described in this RFP package.**
22. **Is Attachment C required for the submittal? Yes, it is required. Attachment C – Pricing/Labor Category form is "X" checked as noted in the RFP, page 10, section IV. PROPOSAL CHECKLIST, which states "If the item is "X" checked, the item must be included in offeror's proposal in order for the proposal to be considered complete."**
23. **Will the County provide a copy of the Pricing Form in Excel or another editable format? Yes, an Excel version of the Pricing Form will be uploaded with this addendum.**
24. **Will the County provide the estimated percentage of level of effort for Year 1 between the three tasks listed in the scope of work? RFP, Attachment C – Pricing Form includes estimated annual hours and Attachment C – Labor Categories Form provides descriptions.**
25. **The labor category descriptions for some of the positions are very similar; however, the estimated number of hours differ dramatically between the categories on the cost form. Is the intent for the labor categories on some forms to be specific to housing, and others to infrastructure? It is requested that the County provide further clarity for each of the categories/descriptions listed, and**

the number of hours estimated. RFP, Attachment C – Labor Category Form includes descriptions that do provide for nuanced differences of skill, knowledge and education levels needed to carry out complex programs, projects or tasks with or without some level of supervision.

26. The Harris County website shows that public hearings were scheduled for September-November of 2018 for the Affordable Rental Housing Program, the Homeowner Reimbursement Program, and the Down Payment Assistance Program and that all comments were to be received by the end of 2018. Have these housing guidelines/programs been approved? The County posts its housing guidelines and their status at <https://harrisrecovery.org/guidelines/>
27. Is the County moving forward with implementation for the above referenced programs or is the county planning to modify them? The County is moving forward as guidelines are approved by the General Land Office (GLO) for CDBG-DR programs.
28. What other housing programs does the County anticipate creating/implementing? At this time, the County has developed its housing programs and does not expect to create new programs under the current funding.
29. Is the public comment period open for the proposed infrastructure programs? All public comment periods for infrastructure applications are closed at this time. Additional project applications (infrastructure) may be added in the future.
30. Will the County allow the successful contractor to bill expenses separately? No. RFP, page 16, paragraph 4. PRICING states that "Pricing must be all-inclusive...." "All-inclusive" shall be construed as costs incorporating all charges for service, labor, material, equipment, overhead, travel, and any other costs. No separate line item rates or charges for services listed in the scope of work will be accepted.
31. Regarding Section 3 requirements, remove "Attachment R" from the RFP package and replace with the Section 3 Utilization Plan & Statement, uploaded as part of this Addendum.
32. Is there a specific MWBE commitment required as part of the evaluation? For MWBE/Historically Underutilized Businesses (HUB), please note that after further review there are not any specific percentage goals. However, the Prime Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
33. How will the 15 points allowed for in the evaluation criteria for Section 3/MWBE be assessed? Failure to adhere to the Section 3 Utilization Plan & Statement of Compliance attached may result in contract termination, debarment or suspension from future federally funded contracts.

Sincerely,



DeWight Dopslauf
Purchasing Agent

Vendor's Signature

For

Company Name

88 SRV/alf



Harris County

Section 3 Utilization Plan & Statement of Compliance

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

PART I: SECTION 3 REQUIREMENTS

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

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

A. Section 3 Hiring

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

B. Section 3 Subcontracting

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

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

PART II: SECTION 3 TRIGGER

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

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

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

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

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



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART IV: SUBCONTRACTING PLAN & COMMITMENT

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

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

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

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

Use an additional sheet if required

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

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



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART V. CONTRACTOR RESPONSIBILITIES

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

A. Efforts “To the Greatest Extent Feasible”

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

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

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

B. Changes

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

C. Documentation & Reports

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

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



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART VI: OTHER ECONOMIC OPPORTUNITIES

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

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

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

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

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

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

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

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

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



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART VIII: STATEMENT OF COMPLIANCE

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

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

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

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

Business Name

Name of Authorized Officer

Signature

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS
_____ DAY OF _____, 20____ BEFORE ME APPEARED _____

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

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

INTERNAL HARRIS COUNTY APPROVAL: _____

Compliance Monitor Signature

Date



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

April 11, 2019

TO: All Vendors

RE: Job No. 19/0091

EXTENDED

DUE DATE: April 22, 2019, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each response for Disaster Recovery Program Management for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 1

The due date has been extended from Monday, April 15, 2019 to **Monday, April 22, 2019**, no later than 2:00 p.m. local time, Houston, TX.

Sincerely,

A handwritten signature in cursive script, appearing to read "DeWight Dopslauf", with a small "for" written below it.

DeWight Dopslauf
Purchasing Agent

Vendor's Signature

For

Company Name

Handwritten initials "SRV/alf" in cursive script.



HARRIS COUNTY

REQUEST FOR PROPOSALS

COVER SHEET

Job No. 19/0091

REQUEST FOR PROPOSALS: Disaster Recovery Program Management for Harris County (For one [1] year beginning approximately July 1, 2019)

PROPOSALS DUE DATE: MONDAY, APRIL 15, 2019 Due no later than 2:00 P.M. CST.

NO EXCEPTIONS.

PRE-PROPOSAL

CONFERENCE DATE: FRIDAY, APRIL 5, 2019 at 11:00 A.M. CST

QUESTIONS DUE DATE: MONDAY, APRIL 8, 2019 by 4:00 P.M. CST

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

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

RETURN PROPOSALS TO: Proposals must be hand-delivered or mailed to:

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

Buyer: Shawn R. Venables 713-274-4435;

shawn.venables@pur.hctx.net

SRV/alf

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- VII. GENERAL PROVISIONS**
- VIII. SCOPE OF WORK & SPECIFICATIONS**
- IX. CONTRACT REQUIREMENTS & PAYMENT**
- X. ATTACHMENTS**

☐ Attachment A – Drawings, Standards & Specifications (NOT APPLICABLE TO THIS SOLICITATION)

☒ Attachment B – Proposal & Addenda Acknowledgement

☒ Attachment C – Pricing/Labor Category Form

☒ Attachment D – Certification Regarding Lobbying

☒ Attachment E – Form 1295

☒ Attachment F – Statement of Offeror Qualifications

☐ Attachment G – Form SF-330 – Architect-Engineer Qualifications (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)

☒ Attachment H – Subcontractor Listing Form

☒ Attachment I – References

☒ Attachment J – GLO Contractor Offer Certification (if applicable)

☒ Attachment K – Contractor Profile

☐ Attachment L – Performance Bond for Public Works Contracts over \$100,000 (NOT APPLICABLE TO THIS SOLICITATION)

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- ☒ Attachment Q – GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (if applicable)
- ☒ Attachment R – Section 3 Employment & Minority Business Plan (if applicable)
- ☒ Attachment S – GLO Section 3 Self-Certification for Business Concerns (if applicable)
- ☒ Attachment T – Section 3 Clause (if applicable)
- ☒ Attachment U – Minimum Insurance Requirements
- ☐ Attachment V – Workers' Compensation Insurance Coverage Rule 110.110 (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment W – Policy for Payment (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment X – Prevailing Wage Rates, Worker Classification Definitions and Payroll Submittal Instructions (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment Y – Davis Bacon Current Wage Decision (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment Z – General Conditions for Building Construction and Related Work (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment AA – General Notices, Notes & Information (NOT APPLICABLE TO THIS SOLICITATION)
- ☒ Attachment BB – Required Contract Provisions
- ☒ Attachment CC – Questionnaire

I. INTRODUCTION

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

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

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

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

A. PROJECT DESCRIPTION & SERVICES

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

Disaster Recovery Program Management

B. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this RFP is for **July 1, 2019 through June 30, 2020** with a maximum of **four (4) one-year renewal options**.

II. TIMETABLE

A. PRE-PROPOSAL CONFERENCE

1. Attendance at the Pre-Proposal Conference is not mandatory; however, Offerors are strongly encouraged to attend to discuss the requirements of the RFP and identify any common questions. Persons with disabilities requiring special/reasonable accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the Pre-Proposal Conference.

The Pre-Proposal Conference will be held at **11:00 AM** on **FRIDAY, APRIL 5, 2019** at:

OFFICE OF THE PURCHASING AGENT

HARRIS COUNTY ADMINISTRATION BUILDING

1001 PRESTON, SUITE 670, CONFERENCE ROOM

HOUSTON, TEXAS 77002

Due to space constraints, Harris County requests that Offerors limit their firms' attendance at the Pre-Proposal Conference to two (2) company representatives. Should you wish to attend, please RSVP to **Shawn R. Venables** at 713-274-4435 or email at shawn.venables@pur.hctx.net

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

B. QUESTIONS

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

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

During the period between issuance of this RFP and the Proposals due date, no oral interpretation of the RFP's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via email to shawn.venables@pur.hctx.net. The deadline for submission of questions relating to this RFP is **MONDAY, APRIL 8, 2019 no later than 4:00 PM CST.**

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

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

C. ADDENDA

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

D. EXTENSIONS

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

E. PROPOSAL DEADLINE

Proposals must be mailed or hand-delivered, on or before **2:00 PM CST on APRIL 15, 2019**, to the authorized agency contact person at the location listed below. Offerors are advised to utilize the Proposal Checklist in Section IV to assure completeness prior to submitting.

Authorized Agency Contact Person: **Shawn R. Venables**

713-274-4435

Office of the Purchasing Agent, Harris County Administration Building

1001 Preston, Suite 670

Houston, Texas 77002

Shawn.venables@pur.hctx.net

F. SCHEDULE SUMMARY

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

RFP Release Date	MARCH 29, 2019
Pre-Proposal Conference	APRIL 5, 2019
Submission of Questions Deadline	APRIL 8, 2019
Proposals Submission Deadline	APRIL 15, 2019
Evaluations & Presentations* (if applicable)	DATE TO BE DETERMINED
Notice to Proceed	When directed by Harris County

Harris County may elect not to ask for Presentations from Offerors

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

III. PROPOSAL INSTRUCTIONS

A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Proposal in response to this RFP, Offeror accepts the solicitation process as it has been outlined in this RFP.
2. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFP). Offerors submit Proposals at

their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all Proposals. All Proposals and accompanying documentation will become the property of Harris County. By submitting a Proposal, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.

3. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.
4. In submitting a Proposal, Offeror acknowledges that it has examined all documents, attachments, forms, specifications, addenda, and all instructions. Offerors are responsible for consulting the requirements and standards referenced in this RFP. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.
5. By submitting a Proposal, Offerors accept and acknowledge that determination of the best evaluated firm may require subjective judgments by the County.
6. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

B. PROPOSAL SUBMISSION

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

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

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

2. Proposals must be sealed and must show the RFP Number, Description and be marked "SEALED PROPOSAL".
3. Proposal packages must include:
 - ONE (1) original Proposal package, clearly marked "ORIGINAL"
 - SIX (6) copies of the Proposal package, clearly marked "COPY"
 - Each copy must be marked "SEALED PROPOSAL" and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:
 - Identification of Offeror;
 - The job or solicitation number as located on the RFP cover sheet; and

- The RFP title.
- All documents must be labeled with Offeror's name and the RFP number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
- Proposal must indicate for which contract opportunities Offeror is submitting.
- Proposal must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
- Proposals must be labeled and organized **in the order as shown in Section IV –Proposal Checklist.**
- Each section of Offeror's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Offerors should prepare and submit a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

C. LATE PROPOSALS; PROPOSAL RETURNS

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

D. SCANNED OR RE-TYPED RESPONSE

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

E. PROPOSAL & ADDENDA ACKNOWLEDGEMENT

Offeror must sign Attachment B, *Proposal & Addenda Acknowledgement*, and include with the Proposal. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *Proposal & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents. All Addenda issued under this RFP must be acknowledged by Offeror, and original signed copies of the *Proposal & Addenda Acknowledgement* and original signed copy(ies) of Addenda must be included with the Proposal. All Addenda shall become a part of the requirements for this RFP. The County may deem a Proposal non-responsive for failure of Offeror to acknowledge any and all Addenda.

F. SECTION 3 UTILIZATION COMMITMENT

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

Offerors should indicate all firms proposed as subcontractors on this project, and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

Offerors must complete and submit the *Section 3 Employment & Minority Business Plan* form (Attachment R), with their Proposal. The *Section 3 Employment & Minority Business Plan* should detail the Offeror's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Upon award, Offeror will also be required to provide all pertinent information related to Section 3 residents and Section 3 Business Concerns including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of documents as proof of income, and other pertinent documents.

Harris County shall monitor and evaluate Contractor's, and Contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a monthly basis throughout the contract period. Contractor shall be responsible for providing monthly reports in the format requested by Harris County.

G. MWBE UTILIZATION COMMITMENT

Offerors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation and must complete and submit the *Section 3 Employment & Minority Business Plan* form (Attachment R) with their Proposal. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the HUB / MWBE firms Offeror intends to utilize to perform the contract.

Offerors must indicate the type of work to be performed by each firm and whether each firm is a HUB / MWBE or non-HUB / MWBE firm. For HUB and/or MWBE, Offeror must provide the firm's certification letter and/or indicate the firm's current certification number. Harris County shall monitor and evaluate Contractor's HUB / MWBE compliance throughout the contract period. Contractor shall be responsible for providing reports in the format requested by Harris County.

H. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires that all parties who enter into any contract with the County must disclose all interested parties. Offeror submitting a Proposal is required to complete and submit Form 1295 the Certificate of Interested Parties (Attachment E) with their Proposal.

Upon award, the successful Offeror must **electronically** submit Form 1295 Certificate of Interested Parties using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

All contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908.

I. SUBCONTRACTOR LISTING FORM

With its Proposal, Offeror is required to complete and submit *Subcontractor Listing Form* (Attachment H) to list any potential subcontractors, professionals, suppliers, and vendors that Offeror may work with in connection with this project. The County reserves the right to reject Offeror's proposed subcontractors on any reasonable basis. Harris County must approve the actual subcontractors prior to their use.

For each subcontractor listed, Offeror shall be required to provide the following information, as required by the attached form: approximate contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Offeror 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.

The Successful Offeror shall also be required to list any and all subcontractors used over the course of the Contract. If any of the required information changes throughout the term of the contract, Contractor will be required to submit a revision to the County, identifying any changes. Offeror shall be responsible for obtaining, and submitting with its Proposal, licenses for any subcontractors if the work being performed by the subcontractor requires licensing in accordance with state or federal law.

IV. PROPOSAL CHECKLIST

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

<input checked="" type="checkbox"/>	1.	Proposal & Addenda Acknowledgement – Offeror must sign and submit the <i>Proposal & Addenda Acknowledgement</i> form, included as Attachment B.
<input checked="" type="checkbox"/>	2	Pricing/Labor Category Form – Offeror must provide the pricing as requested by the RFP.
<input checked="" type="checkbox"/>	3.	Experience & Qualifications – Offeror must provide their qualifications and experience as requested by the RFP.
<input checked="" type="checkbox"/>	4.	Capacity & Resources – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFP.
<input checked="" type="checkbox"/>	5.	Organization & Project Methodology – Offeror must provide information about their organization and project methodology as requested by the RFP.
<input checked="" type="checkbox"/>	6.	HUB / MWBE and Section 3 Utilization Commitment – Offeror must demonstrate commitment or ability to integrate HUB / MWBE and Section 3 participation into the plan for accomplishing the work described in the RFP.
<input checked="" type="checkbox"/>	7.	Certification Regarding Lobbying – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	8.	Certificate of Interested Parties (Form 1295) – Offeror are required to complete and submit <i>Form 1295</i> with their Proposal, included as Attachment E. Upon award, the successful Offeror must electronically submit Form 1295 Certificate of Interested Parties using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

<input checked="" type="checkbox"/>	9.	Statement of Offeror Qualifications – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	10.	Offeror and Subcontractor Licensing / Certifications – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of work under this RFP.
<input type="checkbox"/>	11.	Form SF-330 – Architect-Engineer Qualifications (if applicable) – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, included as Attachment G.
<input checked="" type="checkbox"/>	12.	Subcontractor Listing Form – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment H.
<input checked="" type="checkbox"/>	13.	References – Offeror must complete and submit the <i>References</i> form, included as Attachment I.
<input checked="" type="checkbox"/>	14.	GLO Contractor Offer Certification – When applicable, Offeror must complete and submit the <i>Contractor Offer Certification</i> (Attachment J), which is required by the Texas General Land Office for any CDBG-DR projects.
<input checked="" type="checkbox"/>	15.	Certification of Compliance with Federal Standards & Requirements – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment O.
<input checked="" type="checkbox"/>	16.	Certification of Offeror Regarding Civil Rights Laws and Regulations – Offeror must complete and submit the <i>Certification of Offeror Regarding Civil Rights Laws and Regulations</i> (Attachment P), which requires successful Offeror to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights
<input checked="" type="checkbox"/>	17.	GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 – When applicable, Offeror must complete and submit the <i>GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3</i> (Attachment Q), which is required by the Texas General Land Office for any CDBG-DR projects.
<input checked="" type="checkbox"/>	18.	Section 3 Employment & Minority Business Plan – When applicable, Offeror must complete and submit the <i>Section 3 Employment & Minority Business Plan</i> (Attachment R), which demonstrates the commitment and/or ability to fulfill Section 3 Hiring and Subcontracting Goals and MWBE and/or HUB Hiring and Subcontracting Goals under this contract, which is required for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	19.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction

<input checked="" type="checkbox"/>	20.	GLO Section 3 Self-Certification for Business Concerns – When applicable, Offerors which fit the definition of a Section 3 business, or subcontractors of the Offeror which fit the definition of a Section 3 businesses, must complete and submit the <i>GLO Section 3 Self-Certification for Business Concerns</i> form (Attachment S), which is required by the Texas General Land Office for any CDBG-DR projects.
<input checked="" type="checkbox"/>	21.	Conflict of Interest Questionnaire (if applicable) – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror's or its employees' affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	22.	Statement of Conflicts (if applicable) A statement of conflicts (if any) the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	23.	System for Award Management results – Offeror must include verification that your company as well as the company's principal is not debarred through the System for Award Management (www.SAM.gov). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	24.	Sample Insurance Certificate – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment U (does not supersede the "Hold Harmless" provision of the <i>General Requirements</i> section).
<input checked="" type="checkbox"/>	25.	Questionnaire – Offeror must provide responses to all items on the questionnaire (Attachment CC).

V. FORMAT AND CONTENT OF THE PROPOSAL

A. PROPOSAL REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

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

Contractor providing the services must:

1. Be led by a principal or partner of an established professional firm or organization;

2. Have a minimum of **two (2)** years' experience providing similar types of service;
3. Have demonstrated ability to work successfully with government including:
 - a. No previous record of default on a government contract;
 - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24; and
 - c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts.

B. CONTENT OF THE PROPOSAL

The Proposal shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Proposal must include firm experience and qualifications, capacity and resources, organization and project methodology, and ability to integrate Section 3 and HUB / MWBE participation into the plan for accomplishing the work described in this RFP, as well as any other information that the Offeror feels appropriate to include in its Proposal.

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

1. FIRM EXPERIENCE & QUALIFICATIONS

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

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

Offeror should include the dollar value of the recovery program(s) for which Offeror provided similar services.

Offeror should describe the Federal funding programs managed during their engagement.

Offeror should include and describe in sufficient detail specific examples of recommendations offered to the client and the results of the implementation of those recommendations.

Offeror should include information regarding the project(s) that would demonstrate successful experiences by the client, as a result of the recommendations. This may include, but not limited to, performance metrics and improvements and appeals.

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

Project Team: Identify Offeror's proposed project team (including subcontractors), throughout the term of the contract, to perform the required services. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Project team and subcontractor information should include years of experience relevant to the scope of work, anticipated role on the project, and their credentials, licenses and accreditations. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

For any work which may involve or require Architects or Engineers, Offeror must complete and submit *Form SF-330 – Architect-Engineer Qualifications*, included under Attachment G, which must list all key personnel, or individuals who will have major contract responsibilities and/or provide unusual or unique expertise (including subcontractors). If an Offeror is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.

2. FIRM CAPACITY & RESOURCES

Offerors should clearly identify the project team members that are expected to reside locally.

Offerors must describe and demonstrate capability to adhere or comply with an accelerated delivery or performance schedule.

Offerors should describe characteristics of their team that set them apart in terms of commitment to comply with all applicable Federal, State, and Local laws, requirements, and policies and procedures.

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts. Indicate if Offeror can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If Offeror is not able to meet the specifications, briefly explain why, noting any concerns or issues Harris County should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support Harris County, to include years of experience relevant to the scope of

work, anticipated role (or labor category) on the project, and their credentials, licenses and accreditations. Offerors must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Work.

List identifying any potential subcontractors, professionals, suppliers, and vendors that you may work with on this project.

Describe any professional liability limits.

Describe any other consultant relationships.

Provide current workload and projects.

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

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

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

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request For Proposals (RFP).

Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if Offeror can meet the specifications, or if the specifications can be met only under certain conditions or circumstances.

Offerors should indicate why the proposed approach is appropriate and suited for Harris County and Federal requirements associated with the disaster recovery efforts.

Offerors should describe how the key stakeholders across multi-jurisdictions are integrated into disaster recovery efforts.

Offerors should include examples of how the proposed approach has achieved success in specific and relevant programs and/or projects similar in size, scope, and complexity and/or magnitude of the disaster recovery efforts. Sufficient detail should be provided for the reviewer to ascertain accomplishments.

Offerors should include information regarding the method to adhere to all applicable Federal, State, and Local laws, requirements, and policies and procedures.

Offeror should provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project. The information should include, but not be limited to, a discussion of services, project mobilization, use of

subcontractors (if applicable), a project organization chart, project manager identification, quality assurance program, safety record, and reporting capabilities.

- Project mobilization means the time required to have a team in place once the Purchase Order has been issued, and identification of which skills would be performed by Offeror and by any required subcontractors;
- Information regarding the method that is used to qualify a subcontractor as satisfactory.
- A project organization chart detailing the team to be assigned to Harris County. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Harris County up to date with a revised organization chart each time there is a significant change).
- Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.

4. PRICING

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

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

5. HUB / MWBE AND SECTION 3 UTILIZATION COMMITMENT

Offeror is required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) and Section 3 participation. Offeror should describe its firm's history of utilizing HUB / MWBE and Section 3 Business Concerns on projects. Offeror should indicate all firms proposed as subcontractors on this project, and whether any of the firms are HUB / MWBE and/or Section 3 Business Concerns.

Offeror must complete and submit the *Section 3 Employment & Minority Business Plan* form (Attachment R) with the Proposal. The *Section 3 Employment & Minority Business Plan* should detail the Offeror's goals to subcontract with HUB / MWBE and Section 3 Businesses and hire new Section 3 residents.

When applicable, Offeror must include certification and/or documentation that it, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction. Offeror which fits the definition of a Section 3 Business Concern, or subcontractors of Offeror which meet the definition, must complete and submit the *GLO Section 3 Self-Certification for Business Concerns* form (Attachment S) with the Proposal.

Upon award, Offeror may also be required to provide all pertinent information related to Section 3 utilization, including but not limited to Section 3 Resident Self-certification forms, copies of lease

agreements, copies of documents evidencing participation in public assistance programs, copies of documents as proof of income, and other pertinent documents.

Harris County shall monitor and evaluate Contractor's, and Contractor's subcontractors, HUB / MWBE and Section 3 compliance on a monthly basis throughout the contract period. Contractor shall be responsible for providing monthly reports in the format requested by Harris County.

VI. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING PROPOSALS

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

B. EVALUATION PROCESS

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

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

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

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

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

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and

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

C. BASIS OF AWARD

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

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

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

D. EVALUATION CRITERIA

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

1. Firm Experience & Qualifications[20]%

If design work is involved, firm has provided evidence that it is currently registered in the State of the Texas and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored). Firm provides qualifications, competence, and experience of staff to be assigned to project. Firm demonstrates:

- a. Understanding of scope of the Project.
- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas, if applicable.
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of work similar to the one described in this RFP.
- d. Knowledge of local building codes and Federal building alterations requirements (if applicable).
- e. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.

2. Firm Capacity & Resources[20]%

Firm demonstrates:

- a. Capability to provide services in a timely manner.
- b. Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.
- c. Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.
- d. Sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology[20]%

Firm sufficiently describes:

- a. How the services will be provided and how they will be supported.
- b. Firm's organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.
- c. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.
- d. Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).
- e. Firm demonstrates clear understanding of and in a consistent manner the interrelationship of scope of work described in this RFP and methodology write-up. Firm demonstrates up-to-date knowledge and understanding of disaster recovery efforts funded in whole or in part with Federal grants.

4. Pricing..... [25]%

5. HUB / MWBE and Section 3 Utilization Commitment.....[15]%

Firm demonstrates commitment or ability to integrate HUB / MWBE and Section 3 participation into the plan for accomplishing the work described in this RFP.

Offerors which demonstrate a greater commitment to making a good faith effort in utilizing HUB / MWBE and Section 3 participation for this contract opportunity will receive higher scores.

E. DISCUSSIONS & NEGOTIATIONS

Following evaluation of Offerors as described above, Harris County may commence negotiations of contracts with the best evaluated Offeror or Offeror found to be most advantageous to the County with price and other factors considered. All proposals are subject to negotiations by the Purchasing Department and

other appropriate departments, with recommendation to the appropriate governing body. Pricing is not the only criteria for making a recommendation.

Proposals may be subjected to the negotiating process. Upon completion of the negotiations, it is intended that Harris County will make an award. All Proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

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

VII. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

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

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

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

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

B. PERFORMANCE & PAYMENT BONDS (NOT APPLICABLE TO THIS SOLICITATION)

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

1. **Performance Bonds:** Successful Offeror may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.

- a. If a contract is for a public works project and is expected to exceed \$100,000, Offeror must furnish a performance bond to Harris County for the full amount of the contract (TGC 2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for public works contracts over \$100,000 is found under Attachment L, and is the only form Harris County will accept.
 - b. If a contract is not a public works project and is expected to exceed \$50,000, Offeror must furnish a performance bond to Harris County for the full amount of the contract (LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for non-public works contracts over \$50,000 is found under Attachment M, and is the only form Harris County will accept.
 - c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:
 - i. Solely for the protection of Harris County;
 - ii. In the full amount of the contract; and
 - iii. Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed \$25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Harris County may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over \$25,000 is found under Attachment N and is the only form Harris County will accept.

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

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

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

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

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

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

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

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

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

Harris County Purchasing Agent

1001 Preston

Suite 670

Houston, Texas 77002

Office: 713-274-4400

Email: 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. Offerors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Offeror or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

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

D. CONTRACTOR PROFILE

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

E. DISQUALIFICATION OF OFFEROR

By submission of a Proposal, Offeror certifies that it has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the submission made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among Offerors.

F. E-MAIL ADDRESSES CONSENT

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

G. GOVERNING LAW

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

Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

H. FUNDING

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

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

Offeror must also complete and submit the following documents with its Proposal:

- a. *GLO Contractor Offer Certification* (Attachment J), which is required by the Texas General Land Office for any CDBG-DR projects;
- b. *GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3* (Attachment Q), which is required by the Texas General Land Office for any CDBG-DR projects; and
- c. *Certification of Offeror Regarding Civil Rights Laws and Regulations* (Attachment P), which requires successful Offeror to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

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

I. HISTORICALLY UNDERUTILIZED BUSINESSES

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

J. NO UNAUTHORIZED CONTACTS

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

All correspondence relating to this RFP, from advertisement to award shall be sent to Harris County Purchasing.

K. PRICING

Prices for all goods and/or services shall be firm for the duration of the Contract and shall be provided as requested or in the *Pricing Form*, if applicable, included as Attachment C. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typed. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Offeror and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

L. PUBLIC INFORMATION

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

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

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

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

M. PURCHASE ORDER & DELIVERY

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

N. REGULATORY REQUIREMENTS & PERMITS

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

O. RESPONSIBILITY REVIEW

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

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- Performance Record: The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- Integrity and Business Ethics: The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with

public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;

- Necessary Organization, Experience, Operational Controls, and Technical Skills: The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- Necessary Production and Technical Equipment and Facilities: The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

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

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

P. SUPPLEMENTAL MATERIALS

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

Q. 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.

R. 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 Harris County Purchasing for instructions. The place of delivery shall be shown on the Purchase Order as a "Deliver To:" address.

S. TOLL/PARKING FEES

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

T. 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.

VIII. SCOPE OF WORK & SPECIFICATIONS

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

A. BACKGROUND & OBJECTIVES

Harris County receives federal funding for disaster recovery efforts in the form of CDBG-DR from the U.S. Department of Housing and Urban Development (HUD) through the Texas General Land Office (GLO) and other disaster funding from other state and federal agencies, such as but not limited to, the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM), and the Federal Highway Administration (FHWA) through the Texas Department of Transportation (TxDOT).

Harris County seeks proposals from qualified firms interested in providing (1) program conceptualization, planning and development, (2) program administration and program management, and (3) financial services for the development of disaster recovery activities, programs, and projects funded in whole or in part with CDBG-DR, FEMA, FHWA, and other state and federal funds in and for Harris County as a result of damages caused by any federally declared disasters.

B. SCOPE OF SERVICES

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for **Disaster Recovery Program Management**. The services to be performed by the Contractor may include, but are not limited to, the following:

(1) Program Conceptualization, Planning and Development

- Provide guidance and consultation services in the development of a comprehensive approach to strategic planning of housing, public facilities, infrastructure recovery and mitigation efforts
- Assist with and support efforts in formulation of recovery programs, plan development, programming efforts, and program guidelines and standard operating procedures
- Assist with and support efforts in program design revisions and reprogramming efforts to achieve efficiencies and regulatory compliance
- Provide expertise with programmatic waiver request(s)
- Provide in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable housing, public facilities, and infrastructure programmatic solution(s)
- Assist with public outreach and program marketing efforts
- Provide technical expertise, data analysis and research, support, and advisory services
- Provide technical assistance in the development of websites and dashboards for reporting purposes for various stake holders
- Assist with program stakeholder coordination and communication efforts

- Assist with coordination and effective communication with Harris County, its municipalities and unincorporated communities and other local, state and federal agencies
 - Provide staff augmentation as needed to complete plans and other required documents necessary for the implementation of disaster recovery activities
- (2) Program Administration, Program Management, and Oversight and Regulatory Compliance
- Assist with grant and program administration, implementation, and management
 - Provide support for oversight and implementation of recovery programs for housing, public facilities and infrastructure, and mitigation
 - Formulate and assist with the implementation of required administrative and management action plans
 - Formulate and assist with program and project benchmarks, timelines, and metrics
 - Provide assistance with identifying impediments and propose appropriate solutions
 - Provide assistance with written appeals on decisions or actions made by federal and state agencies
 - Formulate and assist with the implementation of training for Harris County departments and staff, and for applicants to understand compliance requirements for federal grants
 - Assist with overall regulatory compliance
 - Provide support in the development of compliance and monitoring program plans, policies, operating procedures, tools, templates
 - Map the flow of documentation and requirements, and related policies and procedures required for transparent and efficient program administration
 - Provide assistance for designing and implementing internal controls, improve existing controls, and establish reporting tools
 - Provide assistance for designing and implementing effective internal program and project tracking and monitoring tools
 - Conduct risk analysis and identify options for risk management of program implementation
 - Formulate the checklists necessary to assess whether applicant and project files are complete and in compliance with program and federal requirements
 - Assist with document review, development, and management
 - Assist with procurement efforts and compliance with programmatic and regulatory requirements
 - Assist with closeout activities such as formulation of and execution of procedures and tasks to close projects and federal recovery grants in compliance with federal close-out requirements
 - Assist with Federal and State agency monitoring and compliance reporting and reviews including responses to such reviews in a timely manner
 - Develop anti-fraud, waste and abuse metrics, analysis and reports
 - Provide staff augmentation as needed to implement disaster recovery efforts
- (3) Financial Assistance
- Formulate processes to confirm Federal funds have been accounted for in accordance with grant requirements
 - Assist with and provide guidance on the eligibility of costs for reimbursement
 - Assist with audits

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

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

Contractor may receive input from the County and shall take such input under advisement. When applicable, Offeror should refer to Attachment AA, *General Notices, Notes & Information*, and Attachment A, *Drawings, Standards & Specifications*, for further details and information.

The successful Offeror awarded a Contract shall be required to furnish all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for completion of the project(s).

C. STANDARDS

For additional details on specification requirements, Offerors must refer to *Drawings, Standards & Specifications* included under Attachment A. THIS SECTION IS NOT APPLICABLE TO THIS SOLICITATION.

D. PLANS & SPECIFICATIONS (NOT APPLICABLE TO THIS SOLICITATION)

Specifications applicable to this RFP include:

Offerors may download the drawings, blueprints, plans, and/or maps for this project from BuySpeed at <https://bids.hctx.net/bso/login.jsp> as referenced in Attachment A. Do NOT include the drawings from this RFP package with the submittal.

E. TIME OF COMPLETION

The Contractor awarded a Contract shall commence work on the date specified within the Contract, and shall fully complete all work thereunder within the timeframe set forth in the Contract. Time is of the essence in each and every provision of this Contract.

F. DELIVERABLES

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

G. HARRIS COUNTY ENGINEERING DEPARTMENT GENERAL CONDITIONS

The successful Offeror must comply with all requirements in the "Harris County General Conditions for Roads, Bridges and Related Work" or "Harris County General Conditions for Building Construction and Related Work," if applicable. Website addresses/hyperlinks are provided below.

- Harris County General Conditions for Roads, Bridges and Related Work: http://www.eng.hctx.net/Portals/33/Publications/CPD/HC_Gen_Conditions_Roads_Bridges_Related_Work.pdf?ver=2017-12-27-140624-110

- Harris County General Conditions for Building Construction and Related Work
http://eng.hctx.net/wage/General%20Conditions/Harris%20County%20Gen%20Con%20Building%20Const_orig%203.27.12.pdf

H. WORK STANDARDS

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

IX. CONTRACT REQUIREMENTS & PAYMENT

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

A. CONTRACT PROVISIONS

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

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

B. CONTRACT TRANSITION

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

C. EXTENSIONS / RENEWALS

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

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

D. CONTRACT OBLIGATION

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

E. INVOICING PROCEDURES

Coordination of the project will be through the Harris County Purchasing Office, and all invoices must be routed through this department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Harris County Engineering Department; therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Harris County Engineering Department. Payment shall be in accordance with Attachment W, *Policy for Payment*.

F. PAYMENT PROVISIONS

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

G. PROMPT PAYMENT POLICY

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

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

H. COST PLUS CONTRACTING PROHIBITED

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

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

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

I. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

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

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

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

3. In addition, in accordance with Attachment BB, *Required Contract Provisions*, liquidated damages may be applied for certain other breaches of the Contract, which may be withheld from amounts due on the Contract.

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

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

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

J. 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.

K. STAFFING REQUIREMENTS

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

L. SUBCONTRACTORS

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

M. SUPERVISION

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

N. HAZARDOUS MATERIALS

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

O. SAFETY

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

The Contractor shall be entirely responsible for security and safety at the Site until it is turned over to the County. The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought to the Site by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be allowed on the Site nor be used in the Work.

P. INSURANCE

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

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

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

Q. WAIVER OF SUBROGATION

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

R. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

S. TOLL / PARKING FEES

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

T. RECYCLED MATERIALS

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

U. FAILURE TO COMPLY

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

V. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Harris County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Harris County may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include repurchase costs to be paid by the Contractor. Harris County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements.
3. **Termination for Health and Safety Violations.** Harris County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

W. SEALS, LOGOS, AND FLAGS

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

X. 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.

Y. 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.

X. ATTACHMENTS

- ☐ Attachment A – Drawings, Standards & Specifications (NOT APPLICABLE TO THIS SOLICITATION)
- ☒ Attachment B – Proposal & Addenda Acknowledgement
- ☒ Attachment C – Pricing/Labor Category Form
- ☒ Attachment D – Certification Regarding Lobbying
- ☒ Attachment E – Form 1295
- ☒ Attachment F – Statement of Offeror Qualifications
- ☐ Attachment G – Form SF-330 – Architect-Engineer Qualifications (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)
- ☒ Attachment H – Subcontractor Listing Form
- ☒ Attachment I – References
- ☒ Attachment J – GLO Contractor Offer Certification (if applicable)
- ☒ Attachment K – Contractor Profile
- ☐ Attachment L – Performance Bond for Public Works Contracts over \$100,000 (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment M – Performance Bond for Non-public Works Contracts over \$50,000 (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment N – Payment Bond (NOT APPLICABLE TO THIS SOLICITATION)
- ☒ Attachment O – Certification of Compliance with Federal Standards & Requirements
- ☒ Attachment P – Certification of Offeror Regarding Civil Rights Laws and Regulations

- ☒ Attachment Q – GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (if applicable)
- ☒ Attachment R – Section 3 Employment & Minority Business Plan (if applicable)
- ☒ Attachment S – GLO Section 3 Self-Certification for Business Concerns (if applicable)
- ☒ Attachment T – Section 3 Clause (if applicable)
- ☒ Attachment U – Minimum Insurance Requirements
- ☐ Attachment V – Workers' Compensation Insurance Coverage Rule 110.110 (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment W – Policy for Payment (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment X – Prevailing Wage Rates, Worker Classification Definitions and Payroll Submittal Instructions (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment Y – Davis Bacon Current Wage Decision (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment Z – General Conditions for Building Construction and Related Work (NOT APPLICABLE TO THIS SOLICITATION)
- ☐ Attachment AA – General Notices, Notes & Information (NOT APPLICABLE TO THIS SOLICITATION)
- ☒ Attachment BB – Required Contract Provisions
- ☒ Attachment CC – Questionnaire

Attachment B
PROPOSAL & ADDENDA ACKNOWLEDGMENT

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

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

☐ No addenda were received

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

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

Authorized Signature

Date

Authorized Representative Name (First & Last): _____

Company Name: _____

Company Address: _____

Offeror DUNS Number: _____

Telephone: _____ Fax: _____ e-mail: _____

PRICING

Attachment C
PRICING/LABOR CATEGORY FORM

Vendor must provide pricing and complete the labor category forms (7 pages). In addition, provide separate pricing for any proposed optional or value-added products and services that would support this project. Provide the costs associated with the annual renewal for subsequent and continued use of the services. Use additional pages if needed for any other information as required.

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

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

(For prospective vendors downloading this RFQ from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the pricing and labor category form 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)



Harris County Purchasing Office Attachment C - Pricing Form

**Request for
Proposal**

**Disaster Recovery Program
Management**

Job No.

Total

\$

Offeror must provide pricing in the units requested within this RFP. To complete this form, Offeror must first provide the information corresponding to each Labor Category Description / Functional Responsibility as listed on the Attachment C - Labor Category Form. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

PROFESSIONAL SERVICES

	Labor Category / Job Title	ESTIMATED Annual Hours	Hourly Rate Yr. 1	Amount Yr. 1
<i>Example</i>	<i>Manager I</i>	<i>500</i>	<i>\$ 180.00</i>	<i>\$ 90,000.00</i>
1		496	\$	\$
2		783	\$	\$
3		412	\$	\$
4		1664	\$	\$
5		3668	\$	\$
6		9625	\$	\$
7		8398	\$	\$
8		7744	\$	\$
9		1372	\$	\$
10		765	\$	\$
11		1169	\$	\$
12		916	\$	\$
13		3006	\$	\$
14		26	\$	\$
15		1365	\$	\$
TOTAL PRICE				\$



Harris County Purchasing Office Attachment C - Pricing Form

**Request for
Proposal**

**Disaster Recovery Program
Management**

Job No.

Total \$ _____

Offeror must provide pricing in the units requested within this RFP. To complete this form, Offeror must first provide the information corresponding to each Labor Category Description / Functional Responsibility as listed on the Attachment C - Labor Category Form. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

PROFESSIONAL SERVICES

	Labor Category / Job Title	ESTIMATED Hours	Hourly Rate	Amount
		Annual	Yr. 2	Yr. 2
<i>Example</i>	<i>Manager I</i>	500	\$ 183.60	\$ 91,800.00
1		496	\$	\$
2		783	\$	\$
3		412	\$	\$
4		1664	\$	\$
5		3668	\$	\$
6		9625	\$	\$
7		8398	\$	\$
8		7744	\$	\$
9		1372	\$	\$
10		765	\$	\$
11		1169	\$	\$
12		916	\$	\$
13		3006	\$	\$
14		26	\$	\$
15		1365	\$	\$
TOTAL PRICE				\$ _____



Harris County Purchasing Office Attachment C - Pricing Form

**Request for
Proposal**

**Disaster Recovery Program
Management**

Job No.

Total \$ _____

Offeror must provide pricing in the units requested within this RFP. To complete this form, Offeror must first provide the information corresponding to each Labor Category Description / Functional Responsibility as listed on the Attachment C - Labor Category Form. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

PROFESSIONAL SERVICES

	Labor Category / Job Title	ESTIMATED Hours	Hourly Rate		Amount
		Annual	Yr. 3		Yr. 3
<i>Example</i>	<i>Manager I</i>	500	\$	187.20	\$ 93,600.00
1		496	\$		\$
2		783	\$		\$
3		412	\$		\$
4		1664	\$		\$
5		3668	\$		\$
6		9625	\$		\$
7		8398	\$		\$
8		7744	\$		\$
9		1372	\$		\$
10		765	\$		\$
11		1169	\$		\$
12		916	\$		\$
13		3006	\$		\$
14		26	\$		\$
15		1365	\$		\$
TOTAL PRICE					\$ _____



Harris County Purchasing Office Attachment C - Pricing Form

**Request for
Proposal**

**Disaster Recovery Program
Management**

Job No.

Total

\$

Offeror must provide pricing in the units requested within this RFP. To complete this form, Offeror must first provide the information corresponding to each Labor Category Description / Functional Responsibility as listed on the Attachment C - Labor Category Form. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

PROFESSIONAL SERVICES

	Labor Category / Job Title	ESTIMATED Hours	Hourly Rate	Amount
		Annual	Yr. 4	Yr. 4
<i>Example</i>	<i>Manager I</i>	500	\$ 190.80	\$ 95,400.00
1		496	\$	\$
2		783	\$	\$
3		412	\$	\$
4		1664	\$	\$
5		3668	\$	\$
6		9625	\$	\$
7		8398	\$	\$
8		7744	\$	\$
9		1372	\$	\$
10		765	\$	\$
11		1169	\$	\$
12		916	\$	\$
13		3006	\$	\$
14		26	\$	\$
15		1365	\$	\$
TOTAL PRICE			\$	\$



Harris County Purchasing Office Attachment C - Pricing Form

**Request for
Proposal**

**Disaster Recovery Program
Management**

Job No.

Total

\$

Offeror must provide pricing in the units requested within this RFP. To complete this form, Offeror must first provide the information corresponding to each Labor Category Description / Functional Responsibility as listed on the Attachment C - Labor Category Form. Any quantities provided are based on estimates, and Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

PROFESSIONAL SERVICES

	Labor Category / Job Title	ESTIMATED Hours	Hourly Rate	Amount
		Annual	Yr. 5	Yr. 5
<i>Example</i>	<i>Manager I</i>	500	\$ 194.40	\$ 97,200.00
1		496	\$	\$
2		783	\$	\$
3		412	\$	\$
4		1664	\$	\$
5		3668	\$	\$
6		9625	\$	\$
7		8398	\$	\$
8		7744	\$	\$
9		1372	\$	\$
10		765	\$	\$
11		1169	\$	\$
12		916	\$	\$
13		3006	\$	\$
14		26	\$	\$
15		1365	\$	\$

TOTAL PRICE

\$



Harris County Purchasing Office

Attachment C - Labor Category Form

Request for Proposal

Disaster Recovery Program Management

Job No.

For each Labor Category Description / Functional Responsibility listed, Offeror must provide the corresponding information such as the Labor Category / Job Title, Minimum Education requirements, Certification(s) Requirements, and Minimum Years of Experience requirements needed to perform the work described within this RFP. Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

Example	Labor Category / Job Title	Labor Category Description / Functional Responsibility	Minimum Education *	Type of Degree / Certification(s) Requirements	Minimum Years Experience *
	Manager 1	Competence in an area of expertise: Serves as a project/program manager or functional specialist on projects/programs related to relevant management consulting such as risk management, disaster recovery, financial strategy, management. Coordinates multiple engagements and contributes technical expertise. Monitors requirements and deliverable. Assists in oversight of staff and distributes resources across engagements.	Bachelor's	Bachelor's degree required, accounting or business related degree preferred. Certified Project Management Professional (PMP), Certified Public Accountant (CPA).	8 or High School Diploma with 16 years of additional experience
1		Is an owner/operator of the firm; can obligate the firm. Serves as the engagement executive and/or senior subject matter specialist in an area of relevant management consulting such as risk management, technology strategy, operations, program/portfolio management, financial management or a related field. Has overall responsibility for quality assurance on consulting engagements.			
2		Serves as an engagement leader or subject matter specialist in an area of relevant management consulting such as risk management, operations, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Determines the nature, timing, and extent of procedures and has the final authority in the conduct of engagements and full responsibility for the work performed.			
3		Serves as a subject matter specialist or engagement leader on programs or projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. When performing the duties of an engagement leader, determines the nature, timing, and extent of procedures and has the final authority in the conduct of engagements and full responsibility for the work performed.			
4		Serves as a program manager on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Assists the management executive in the development of the overall engagement approach.			
5		Serves as a senior project manager on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Assists the management executive in the development of the overall engagement approach.			
6		Serves as a project manager on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Responsibility generally is the same as senior project manager for less complex engagements or assigned tasks.			
7		Serves as a consulting team lead or senior consultant on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs testing and analysis, drafts reports and findings, supervises and reviews the work of junior staff and contributes to the engagement planning.			
8		Serves as a consulting team lead or senior consultant on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs the detail tests and procedures under the supervision and review of a more experienced professional.			



Harris County Purchasing Office

Attachment C - Labor Category Form

Request for Proposal

Disaster Recovery Program Management

Job No.

For each Labor Category Description / Functional Responsibility listed, Offeror must provide the corresponding information such as the Labor Category / Job Title, Minimum Education requirements, Certification(s) Requirements, and Minimum Years of Experience requirements needed to perform the work described within this RFP. Offeror acknowledges that Harris County may require more or less units. Where unit pricing and extended pricing differ, unit pricing governs.

Labor Category / Job Title	Labor Category Description / Functional Responsibility	Minimum Education*	Type of Degree / Certification(s) Requirements	Minimum Years Experience*
9	Serves as a staff/team member on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs the detail tests and procedures under the supervision and review of a more experienced professional.			
10	Serves as a staff/team member on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Typically performs specific and limited portions of broader assignments under direct supervision, such as data entry and database updates, including collection of information, performing calculations, dissemination of reports, research, meeting minutes, writing, and other duties.			
11	Serves as a staff/team member on projects related to an area of relevant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Typically performs specific and limited portions of broader assignments under direct supervision, such as data entry and database updates, including collection of information, performing calculations, dissemination of reports, research, meeting minutes, writing, and other duties.			
12	Serves as support analyst to project teams in carrying out large scale repeatable processes in a number of roles, including but not limited to project coordination, quality assurance testing, graphic artistry, help desk support, data entry, communications, technical writing, training development and delivery with little or no supervision.			
13	Serves as support staff to project teams in carrying out large scale repeatable processes in a number of roles, including but not limited to project coordination, quality assurance testing, graphic artistry, help desk support, data entry, communications, technical writing, training development and delivery with little of no supervision.			
14	Serves as support staff to project teams in carrying out large scale repeatable processes in a number of roles, including but not limited to project coordination, quality assurance testing, graphic artistry, help desk support, data entry, communications, technical writing, training development and delivery with some supervision.			
15	Serves as administrative support staff to consulting teams; duties can include administrative support (meeting scheduling, conference logistics), consulting records and documentation support (gathering, publishing, retention, organization), communications support and related project team support performed with some supervision.			

* Include information on equivalencies between years of experience requirements in lieu of education attainment.

Attachment D
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Print Name and Title of Offeror's Authorized Official

Signature of Offeror's Authorized Official

Date

Attachment D
CERTIFICATION REGARDING LOBBYING

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

Attachment E
FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>			Controlling	Intermediary														
Controlling	Intermediary																			
5 Check only if there is NO Interested Party. <input type="checkbox"/>																				
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed In _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> (month) (year) </div> <div style="text-align: right; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																				
ADD ADDITIONAL PAGES AS NECESSARY																				

Attachment F

STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with their Proposal. Answers should be as thorough and definitive as possible and include all pertinent data. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

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

Experience Record

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

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

Have you ever defaulted on a contract? ☐ YES ☐ NO

If yes, explain: _____

Has your organization filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years? ☐ YES ☐ NO

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

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

Government (Public) Entities: _____

Private (Commercial) Entities: _____

Attachment F
STATEMENT OF OFFEROR QUALIFICATIONS

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

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

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

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

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

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

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

1. _____
2. _____
3. _____

Dated this day _____ of _____ 20__

(Name of Organization)

By: _____
(Title)

Submitted by _____

an individual
a partnership
a corporation

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

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

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

Executive Officer _____

List Members:

Attachment F
STATEMENT OF OFFEROR QUALIFICATIONS

State of _____

County of _____

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

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

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

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

of _____, 20__.

Notary Public

(Seal)
My Commission expires:

Attachment H
SUBCONTRACTOR LISTING FORM

Pursuant to this RFP, it is required that the Offeror provide information below for each Subcontractor who will perform work or render service to the Offeror in connection with the contract opportunity.

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

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

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

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

Attachment H
SUBCONTRACTOR LISTING FORM

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

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

Offeror 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.

A final Subcontractor Listing Form will be required prior to contract award, and subcontracting firms must be limited to those agreed upon during negotiations.

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

Signature of Offeror: _____

Print Name: _____

Attachment I
REFERENCES

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment I
REFERENCES

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment J
GLO CONTRACTOR OFFER CERTIFICATION



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

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

Signature of Contractor

Date

Attachment K
CONTRACTOR PROFILE

(To be submitted within fifteen (15) working days of Notice of Award)

Project Name: _____ Project No. _____

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

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

Category of Trade (*e.g. Accounting, Electrical, etc.*) _____

Type of Contract:

☐ Construction ☐ Professional ☐ Architectural / Engineering

Name of Principle Owner(s) _____

Name of Contact Person _____

Company Address _____

Phone _____

Email _____

Estimated Amount of Contract or Subcontract: \$ _____

Women Owned: ☐ Yes ☐ No

Minority Owned: ☐ Yes ☐ No

Section 3 Business: ☐ Yes ☐ No (*if yes, must attach GLO Section 3 Self-Certification for Business Concerns*)

Racial/Ethnic Codes:

- ☐ White American
- ☐ Black/African American
- ☐ Asian/Pacific American
- ☐ Native American
- ☐ Hispanic Americans
- ☐ Hasidic Jews
- ☐ Multi-racial _____

Signature of Contractor

Date

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses for contract opportunities expected to exceed \$100,000 agree to comply with CFR 200 Appendix II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment D, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

- _____ F. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- _____ G. **COPELAND “ANTI-KICKBACK” ACT** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- _____ H. **COST PLUS CONTRACTING PROHIBITED** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- _____ I. **DAVIS BACON & RELATED ACTS** – When applicable, Offeror agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- _____ J. **DEBARMENT AND SUSPENSION** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- _____ K. **ENERGY EFFICIENCY** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- _____ L. **EQUAL EMPLOYMENT OPPORTUNITY** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

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

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

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

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

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

- _____ **O. *FAIR LABOR STANDARDS ACT*** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

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

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

- 2009 ICC International Energy Conservation Code (IECC)

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

- _____ **R. *HOLD HARMLESS AGREEMENT*** – Offeror agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.
- _____ **S. *LEAD BASED PAINT*** – When applicable, Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- _____ **T. *NON-COLLUSION*** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
- _____ **U. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs).
- _____ **V. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- _____ **W. PREVAILING WAGES** -- When applicable, Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.
- _____ **X. PROCUREMENT OF RECOVERED MATERIALS** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
- _____ **Y. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** -- Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
- _____ **Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Offeror certifies by the submission of its Proposal that it:
- Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.
- _____ **AA. SECTION 3 ACT OF 1968** – When applicable, Offeror agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment T, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135. **DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.**

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

Print Name and Title of Offeror's Authorized Official

Signature of Offeror's Authorized Official

Date

Attachment P

CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS & REGULATIONS

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

Attachment Q
**GLO CONTRACTOR CERTIFICATION OF EFFORTS TO FULLY COMPLY
 WITH EMPLOYMENT AND TRAINING PROVISIONS OF SECTION 3**
 TEXAS GENERAL LAND OFFICE



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

Contractor Name/Business Name: _____ Date: _____

Authorized Representative Name: _____

Signature: _____

Attachment R

SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

All contractors and subcontractors (whose contract is HUD-funded, and the amount exceeds a threshold of \$100,000) are required to submit a complete Plan detailing employment, as well as economic opportunities for small business enterprises, and to minority, women-owned, Section 3 residents and business concerns (S/M/W/ Section 3 business enterprises). This Plan must be submitted with the Proposal. Proposals that fail to submit this Plan may be deemed non-responsive.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low or very low-income residents in connection with projects and activities in their neighborhoods.

I. Contract Information

Project Name:	
Project Number:	
Contract Amount:	\$

II. Contractor/Subcontractor Information

Name of Contractor/Subcontractor:	
Address:	
Contact Person/ Tel No.:	
Contractor/Subcontractor's Federal Tax ID No.:	
Contractor/Subcontractor's DUNS No.:	
Names of three (3) Corporate Officers, if applicable:	
1.	
2.	
3.	
Total Number of Employees:	

III. Employment Projections

Table 1 below captures data on the contractors/subcontractor's *good faith effort* (numeric goal) to employ minorities, women, Section 3 and project area residents. Include additional rows and/or pages as needed.

Attachment R
SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

Table 1. Employment Projections for Minorities, Women, Section 3 Residents, and Project Area Residents					
Project Numeric Goals					
Job Category	Total Needed to be Hired	Minorities	Women	Section 3 Residents	Project Area Residents
Para-professionals/Technicians					
Professionals					
Office/Clerical					
Construction by Trade:					
1. Laborers					
2. Mechanics (specify trade)					
3. Apprentices/Trainees (specify trade)					
4. Add rows as needed					

NOTE: Offeror must include certification or documentation that it, or its subcontractors, are certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction

Upon award, if Contractor hires Section 3 Residents or subcontracts with Section 3 Business Concerns, the *Section 3 Resident Self-Certification* (provided by Harris Count) or the *GLO Section 3 Self-Certification for Business Concerns* must be forwarded to Harris County immediately. All forms and certificates must be in their original form; copies will not be accepted.

IV. Subcontracting Projections

Table 2 below captures data on the Contractors/Subcontractor's *good faith efforts* (numeric goal) in providing contracting opportunities to S/M/W/Section 3 businesses and project area firms.

Table 2. Subcontracting Projections for Minority, Women-Owned, Section 3 Business and Project Area Businesses						
Project Numeric Goals						
Construction By Trade Category	Total Subcontractors Needed to be Hired	Business Category (please check all that apply)				
		Small Business (SBE)	Minority-owned Business (MBE)	Women-owned Business (WBE)	Section 3 Business (Section3 BE)	Project Area Business
1. Electrical						
2. Plumbing						
3. Concrete						
4. Carpentry						

Attachment R

SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

5. HVAC						
6. Other (Specify)						
7. Add rows and/or pages, if needed						

NOTE: Offeror must include certification or documentation that it, or its subcontractors, are HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction

Upon award, if Contractor hires Section 3 Residents or subcontracts with Section 3 Business Concerns, the *Section 3 Resident Self-Certification* (provided by Harris County) or the *GLO Section 3 Self-Certification for Business Concerns* must be forwarded to Harris County immediately. All forms and certificates must be in their original form; copies will not be accepted.

V. List of Subcontractors

List all proposed subcontractors in the format prescribed in Table 3 below. Add rows or pages as needed.

Table 3. Subcontractor Information							
Business Legal Name	Trade Category	Name of Contact	Address	Tel & Fax No.	FED Tax ID	Business Category ¹	Estimated Contract Amount
1.	Electrical						\$
2.	Plumbing						\$
3.	Concrete						\$
4.	Carpentry						\$
5.	HVAC						\$
6.	Other(specify)						\$
7. Add rows, if needed	Other (Specify)						\$

¹ Indicate if subcontractor is a SBE, MBE, WBE, Section 3 BE, Project Area BE, or all or a combination.

NOTE: Section 3 Business Certifications must be attached to this Plan, or forwarded to this office as soon as they become available during the contract time for this project. All forms and certificates must be in their original form; copies will not be accepted.

VI. Outreach Efforts

Contractors/Subcontractors are required to conduct outreach to minority, women, Section 3 residents, Section 3 business concerns, and project area residents and businesses informing them of employment and contracting opportunities for this contract. Evidence of *good faith effort* solicitations includes a combination of the following outreach methods. Adequate back-up documentation must be attached to this Plan for each method used.

Mark all that apply:

- ☐ Newspaper Advertisements
- ☐ Minority Media

Attachment R
SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

- ☐ Trade Association Publications
- ☐ Postings of job openings at local community centers, public libraries, city hall.
- ☐ Other Government Publications
- ☐ Internet & Web Postings
- ☐ Direct Contact by Phone, Fax, Mail outs
- ☐ Meetings & Conferences

VII. Good Faith Effort Certification

I understand that it is my responsibility to comply with all federal, state and local regulations and guidance in the identification, inclusion and utilization of S/M/W/Section 3 business enterprises and M/W/Section 3 individuals in procurement efforts. I certify that I will make a *good faith effort* to afford opportunities for S/M/W/Section 3 business enterprises and to M/W/ Section 3 individuals by:

1. Including qualified S/M/W/Section 3 business enterprises and qualified M/W/Section 3 individuals.
2. Soliciting potential S/M/W/Section 3 business enterprises and potential M/W/Section 3 individuals.
3. Reducing subcontract size/ quantities, when economically feasible, to permit maximum participation by S/M/W/Section 3 business enterprises.
4. Establishing delivery schedules to encourage participation by S/M/W/Section 3 business enterprises.
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, Texas Marketplace, and other relevant entities.

I do declare and affirm that the contents of the foregoing are true and correct, and will furnish subsequent documentation, which will attest to its accuracy.

President/Owner Name (Please Print)

Signature

Date: _____

Instructions to Complete the Employment and Minority Business Plan

Employment Projections

Indicate the number of employees per job category, which will have to be hired for this contract, including numeric goals for hiring within project area residents, minority, female employees, and Section 3 residents. The minimum numerical goals are 30% of new full-time hires annually (i.e. 1 out of 3 new hires). Job categories are defined as follows:

Para-professional/ Professionals/ Managers/ Clerical – includes occupations requiring college background knowledge, policy and decision-making skills, and clerical work, respectively; examples include draftsman, architects, engineers, accountants, managers, administrative assistants, clerical and office support.

Laborer – includes occupations (hourly workers) engaging in manual work requiring no special training; examples include, but are not limited to gardeners, laborers, cleaners.

Mechanic – includes occupations requiring a high level skill, including occupations requiring combination of basic scientific knowledge and manual skills; examples include, but are not limited to carpenters, electricians, plumbers, cement masons, iron workers, etc.

Apprentice/Trainee – includes persons engaging in a training program to learn a trade or craft.

Attachment R

SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

Subcontracting Projections

Indicate the total number of subcontractors by work/ trade category (i.e., plumbing electrical, concrete, etc.), which will be needed to complete this contract. The minimum numerical goals are:

- 10% of total amount of all Section 3 covered contracts for building trades work and;
- 3% of the total dollar amount to all other contracts, such as professional service contracts.

See below for definitions of small, minority-owned, women-owned businesses, Section 3 business interest, and Section 3 resident.

- *Small business:* Harris County uses the definition used by the Small Business Administration (SBA). Therefore, the Small Business Act states that a small business concern is “one that is independently owned and operated and which is not dominant in its field or operation.” The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. SBA’s Small Business Size Regulations implement the Small Business Act’s mandate to SBA. SBA has also established a table of size standards, matched to North American Industry Classification System (NAICS) industries. For additional information please visit the <http://www.sba.gov/>.
- *Minority or women owned business:* For the purposes of these requirements, a minority business enterprise represents a firm owned and controlled by one or more minorities or women (51% or more), and meet the following criteria:
 1. Minority groups members who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA);
 2. Must be an independent business;
 3. Ownership and control by minorities or women shall be real, substantial, and continuing and shall go beyond proforma ownership of the term as reflected in its ownership documents; and
 4. Must be a small business as defined by SBA.
- *Section 3 business interests:* A Section 3 business interest is a business that meets the following criteria:
 - The business is 51% or more owned by Section 3 residents; or
 - Whose permanent, full-time workforce includes persons, at least 30% of whom are currently qualified Section 3 residents, or within three (3) years of the date of first employment with the business were Section 3 residents; or
 - Commits to subcontractor in excess of 25% of its total subcontracting to Section 3 companies.
- *Section 3 resident:* A Section 3 resident is a person that meets the income eligibility guidelines for low and very low income as published by the U.S Government. See Table 4 below for the Median Family Income Limits.

Outreach Efforts

Appropriate back up documentation, including but not limited to copies of printed advertisements (newspapers, trade publications, and etc.), copies of job postings, copies of faxes and mail outs, and copies of internet postings must be attached to this Plan. Any subsequent documentation must be forwarded to this office as soon as they become available during the course of this project.

Additional Resources

Attachment R

SECTION 3 EMPLOYMENT & MINORITY BUSINESS PLAN

The following list, which may not be all inclusive, is intended to assist contractor/subcontractor's to **identify**, **include**, and **utilize** minority, women-owned and Section 3 business enterprises in implementing the subject contract.

The City of Houston – Minority, Women-owned, and Disadvantage Business Enterprise Directory – http://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Houston_Diversity

Small Business Administration's Dynamic Small Business Search – <http://dsbs.sba.gov/>

SBA-DSBA is an Internet-based system that allows contractors/subcontractors to search for small, minority and women-owned businesses in their area.

Small Business Administration's (SBA) Sub-Net – <http://web.sba.gov/subnet>

Sub-Net is an Internet-based system that allows contractors/subcontractors to post their procurement opportunities online. Access to the database is free to government agencies and Contractors/Subcontractors, and is an excellent source for soliciting, small, minority, women business enterprises.

Women Contractor Association – <http://www.womencontractors.org/>

Located in Houston, this organization provides contractors/subcontractors with resources to identify, include and utilize women-owned businesses.

Minority Business Development Agency (MBDA) of the U.S. Department of Commerce – http://www.mbda.gov/?section_id=2

National Association of Minority Contractor's (NAMC) - Houston Chapter – <http://www.namc-houston.org/>

Houston Minority Business Council – <http://www.hmbc.org/>

Houston Hispanic Chamber of Commerce – http://www.houstonhispanicchamber.com/hhcc/Default_EN.asp

Houston Citizen's Chamber of Commerce – <http://www.hccoc.org/>

Table 4. 2018 Median Family Income (MFI) Limits Effective June 2018 Income Levels and Household Size								
INCOME LEVELS	HOUSEHOLD SIZE							
	1	2	3	4	5	6	7	8
Extremely Low Income (Limits based on 0-30% of area median income)	15,750	18,000	20,250	22,450	24,250	26,050	27,850	29,650
Very Low Income (Limits based on 31-50% of area median income)	26,250	30,000	33,750	37,450	40,450	43,450	46,450	49,450
Low Income (Limits based on 51-80% of area median income)	41,950	47,950	53,950	59,900	64,700	69,500	74,300	79,100

Source: U.S. Department of Housing and Urban Development, effective June 1, 2018

Attachment S
GLO SECTION 3 SELF-CERTIFICATION FOR BUSINESS CONCERNS
TEXAS GENERAL LAND OFFICE



Seeking Section 3 Preference in Contracting and
Demonstration of Capability
Economic Opportunities for Low and Very Low-Income Persons

SUBRECIPIENT	CONTRACT NUMBER	DATE
Harris County		

CONTRACTOR INFORMATION	
Name of Business	
Address of Business	

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit ☐ Sole Proprietorship ☐ Joint Venture

Attach the following documentation as evidence of Section 3 eligibility
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in other public program ☐ Other evidence: _____

For Business entity as applicable:

- ☐ Copy of articles of incorporation ☐ Certificate of Good Standing ☐ Latest board minutes
☐ Assumed Business Name Certificate ☐ Partnership Agreement ☐ Corporation Annual Report
☐ List of owners/stockholders and % ownership of each appointed officer ☐ Additional Documentation
☐ Organization chart with names and titles and brief function statement

For Business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s):

- ☐ List of subcontracted Section 3 Business Concern(s) and subcontract amounts

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible Residents within 3 years of date of first employment with the Business:

- ☐ List of all current full-time employees ☐ List of employees claiming Section 3 status
☐ PHA/IHA Resident lease less than 3 years from date of employment
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement ☐ Statement of ability to comply with public policy
☐ List of all contracts for the past two years

Authorized Name & Signature

Date

Attested By (Corporate Seal)

Attachment T
SECTION 3 CLAUSE

24 CFR 135.38 Section 3 Clause

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

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

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

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

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

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

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

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

Attachment U
MINIMUM INSURANCE REQUIREMENTS

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County. The requirements stipulated in this attachment do not establish limits of contractor liability.

Attachment BB

REQUIRED CONTRACT PROVISIONS

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

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

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

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

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

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

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

Attachment BB

REQUIRED CONTRACT PROVISIONS

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. See Attachment D, *Certification Regarding Lobbying*.

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

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

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

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

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

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308

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of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

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

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

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any Offeror's status and document instances of debarment, suspension, or other ineligibility.

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

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies,

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including but not limited to, refunding Harris County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

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union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II,

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Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

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

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

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

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

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified

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individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

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- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

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- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

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- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

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

GREEN BUILDING STANDARDS

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

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

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

HOLD HARMLESS AGREEMENT

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

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

LEAD-BASED PAINT (24 CFR 570.608)

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

NO COST-PLUS CONTRACTS (2 CFR 200.323(d))

Contractor must comply with 2 CFR 200.323(d) and shall refrain from using the "cost-plus percentage of cost" method of contracting. Contracts, subcontracts, or third-party agreements funded by federal funds shall not contain any cost plus or incentive savings provisions. Therefore, Contracts made under this contract opportunity shall not make reference to compensation adjustments for cost plus or incentive savings provisions.

NON-COLLUSION (The Sherman Act)

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

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

Contractor shall not in any way, directly or indirectly:

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

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

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

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

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

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

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

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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REQUIRED CONTRACT PROVISIONS

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Offerors are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Offeror intends to utilize to perform the contract. Offerors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>. Offerors must include the certification or documentation that it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

Contractor must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract. Failure to include a MWBE Utilization Plan may deem Proposals non-responsive.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

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

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate,

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subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

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

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

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

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

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

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

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is

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responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

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- e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In

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REQUIRED CONTRACT PROVISIONS

determining the origin of a product, Harris County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

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

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

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

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

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to

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the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

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

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

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

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

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

As part of the Proposal, Offerors are required to complete and submit the *Section 3 Employment & Minority Business Plan* form (Attachment R), which should include the following:

- Number of New Hires needed to complete scope of work, if awarded
 - Number of New Hires that Offeror shall commit to hiring Section 3 Residents (For new hires needed as a result of the contract, Offeror must commit to hiring at least 30% as Section 3 Residents)
- Percentage of subcontracts required to complete scope of work, if awarded
 - Percentage of subcontracts that Offeror shall commit to awarding to Section 3 Business Concerns (For subcontracting opportunities arising as a result of the contract, Offeror must commit to subcontracting 3-10% as Section 3 Business Concerns, depending on the type of work)

The Contractor shall be responsible for updating the *Section 3 Employment & Minority Business Plan*, as necessary, over the course of the contract. Harris County shall monitor and evaluate Contractor's, and Contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3

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employment, training, and contracting on a monthly basis throughout the contract period. Contractor shall be responsible for providing monthly reports in the format requested by Harris County.

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

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

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

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

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

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

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

VERIFICATION NOT TO BOYCOTT ISRAEL

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REQUIRED CONTRACT PROVISIONS

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

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

WHISTLEBLOWER PROTECTION ACT

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

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

Attachment CC

QUESTIONNAIRE

This questionnaire requests information about Offeror that will be used in the evaluation process. All Offerors must complete this questionnaire and answer the questions in the order listed. Answers should be as thorough and definitive as possible and include all pertinent data. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

1. Name of company/organization: _____
2. Address of company/organization: _____
3. Home office address (if other than above): _____
4. Telephone No: _____ Fax No.: _____
5. Type of business entity (corporation, partnership, sole proprietorship, etc.):

6. Place of incorporation (if applicable): _____
7. Year founded/established: _____
8. Primary individual to contact: _____
9. Describe your organization's approach and experience in working with State and Federal agencies involved in disaster recovery efforts. Provide a comprehensive list of such agencies or departments your organization has worked with over the last five (5) years.
10. Has your organization been in business under its present name for at least five (5) years? If not, please explain why.
11. If your organization is a corporation, please provide on a separate sheet(s), detailing the following:
 - A. Date of incorporation,
 - B. State of incorporation,
 - C. Names of President, Vice-president, Secretary, and Treasurer.
12. If your organization is a partnership or individually owned, please attach a list detailing the following:
 - A. Date of organization,
 - B. Name of owner(s) or partners.
13. Please attach a list of categories of work that your organization normally performs.
14. Has your organization filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years? _____ If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.
15. Within the last five (5) years, has any owner, officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If yes, attach a list describing all actions and their final outcome.

Attachment CC

QUESTIONNAIRE

16. Has your organization ever failed to complete any work awarded to it? _____ If yes, provide a list of projects that were not successfully completed, indicating what was not completed and the reasoning.
17. Describe your organization's experience in formulating and amending action plans and contracts/agreements funded in whole or in part with Federal funds for disaster recovery efforts. Provide specific examples.
18. Is your organization, any owner, officer or principal currently involved in litigation that resulted from any previous disaster recovery contracts? If yes, attach list of any such lawsuits or requests for arbitrations and current status.
19. Within the last five (5) years, has your organization, any owner, officer or principal ever been involved in concluded litigation that resulted from any previous disaster recovery contracts? If yes, attach list of any such lawsuits or requested arbitrations and their final outcomes.
20. Describe your organization's experience with FEMA's new program delivery model and portal.
21. Will your organization require space and/or equipment from Harris County? If yes, please describe.

EXHIBIT C
Grant Requirements
(follows behind)

EXHIBIT C

FEDERAL REGULATIONS

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

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

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

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

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

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

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

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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

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

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

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

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

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors

securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

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

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

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable

on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under

this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

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

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

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

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

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB

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

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any Offeror's status and document instances of debarment, suspension, or other ineligibility.

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

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

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

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

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

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

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

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

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

GREEN BUILDING STANDARDS

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

2009 ICC International Energy Conservation Code (IECC)

ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings

ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.

New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

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

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

LEAD-BASED PAINT (24 CFR 570.608)

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

NON-COLLUSION (The Sherman Act)

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

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

Contractor shall not in any way, directly or indirectly:

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

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

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

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

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

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

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

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

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

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

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

Offerors are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Offeror intends to utilize to perform the contract. Offerors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>. Offerors must include the certification or documentation that it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

Contractor must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract. Failure to include a MWBE Utilization Plan may deem Statement of Qualifications non-responsive.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

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

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications 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 Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

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

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144,

and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Statement of Qualifications, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

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

- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
- i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Harris County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

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

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

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

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

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

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic

opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

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

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

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

12 U.S.C. 1701u and 24 CFR Part 135:

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

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

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

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

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

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

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

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

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

performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

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

VERIFICATION NOT TO BOYCOTT ISRAEL

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

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor’s taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Statement of Qualifications in order to ensure that their Qualifications will be considered. Furthermore, if, during the performance of this contract, a Contractor’s taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

WHISTLEBLOWER PROTECTION ACT

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

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section

3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

EXHIBIT D

Contractor's Proof of Insurance

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Tetra Tech, Inc. 2301 Lucien Way, Suite 120 Maitland, FL 32751 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Zurich American Ins Co INSURER C: American International Group UK Ltd INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 16535 AA1120841	

COVERAGES

CERTIFICATE NUMBER: 570084052308

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO181740602	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1857085 02	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2020	10/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC254061602 WC185708702	10/01/2020 10/01/2020	10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract for Disaster Recovery Program Management, Job No. 19/0091
Harris County, Texas is included as an Additional Insured in accordance with the policy provisions of the General Liability, Umbrella Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies as required by written contract. Contractual Liability is included under the General Liability policy where required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER**CANCELLATION**

Harris County, Texas 1001 Preston, Suite 670 Houston, Texas 77002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	7527200		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Tetra Tech, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Tetra Tech, Inc.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION
BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR
THAT PERSON AND/OR ORGANIZATION.**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

- K. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- L. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:
1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
 2. your fulfilling the terms of the contract or agreement.
- M. **Insured** means:
1. the **Named Insured**;
 2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
 3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 4. your volunteer workers only while performing duties related to the conduct of your business;
 5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
 6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
 7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.



Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and
- b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

N. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2 above and supervisory, inspection, architectural or engineering activities.
- O. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.
- P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.
- Q. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. vehicles maintained for use solely on or next to premises you own or rent;
 3. vehicles that travel on crawler treads;
 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. vehicles not described in Paragraph 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:



L. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1 of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve months of the **Policy Period**.

N. Service Of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at the **Insured's** request, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon AIG - Claim Intake Department, P.O. Box 10006, Shawnee Mission, KS 66225, or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

O. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

P. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;



- b. we then will be reimbursed up to the amount we have paid; and
- c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

Q. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

R. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

S. **Coverage Territory**

Payment of **Loss** under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

VII. **DEFINITIONS**

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

- B. **Auto** means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.



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 TETRA TECH, 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 lawfully 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 Tetra Tech, Inc. to provide disaster management program services associated with the County's response to Winter Storm Uri for the Harris County Budget Management Department under RFP Job No. 19/0091 at a cost to the County not to exceed \$597,385.00. 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.