

**CITY OF JACINTO CITY
& HARRIS COUNTY
REQUEST FOR QUALIFICATIONS
COVER SHEET**

Project # D2017-043

**REQUEST FOR QUALIFICATIONS: WASTEWATER TREATMENT PLANT
IMPROVEMENTS PROJECT** for Jacinto City – (“RFQ”)

QUALIFICATIONS DUE DATE: [THURSDAY] [MARCH] [26] [2020] Due no later than 5:00 P.M.
CST.

NO EXCEPTIONS.

QUESTIONS DUE DATE: [THURSDAY] [MARCH] 19] [2020]

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

**RESPONSE MUST SHOW THE PROJECT NUMBER, DESCRIPTION AND BE
MARKED “SEALED STATEMENT OF QUALIFICATIONS”.**

RETURN QUALIFICATIONS TO:

JACINTO CITY,

CITY SECRETARY- JOYCE RAINES

1301 MERCURY DRIVE

HOUSTON, TEXAS 77029

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I. INTRODUCTION

This project is GLO (General Land Office) funded with the City of Jacinto City being the sub-recipient and Harris County CSD providing administrative oversight. 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. Jacinto City 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, Jacinto City 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, the Federal rule shall be followed.

Contracts anticipated to be awarded pursuant to this Request for Qualifications (“RFQ”) shall be funded, in whole or in part, with Federal grant monies. Jacinto City is authorized to use the competitive proposal procedures for qualifications-based procurement for this contract opportunity in accordance with 2 CFR 200.320(d). Additionally, Texas Government Code requires that professional services (including architecture, engineering, and/or surveying) are acquired using a qualifications-based procurement and selecting the most highly qualified providers, subject to negotiation for a contract at a fair and reasonable price (TGC Sec. 2254.004).

Jacinto City is an Affirmative Action/Equal Opportunity Employer. The City reserves the right to negotiate with any and all individuals or firms that submit a Statement of Qualifications (“Qualifications”), as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. 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 Qualifications.

A. PROJECT DESCRIPTION & SERVICES

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

The successful applicant will design improvements to Jacinto City’s only Wastewater Treatment Plant which was inundated by the floodwaters of Hurricane Harvey. These improvements will include increasing the capacity of the plant and mitigation efforts with a goal of hardening the facility against future flood events. Selection of specific areas of the plant to rehabilitate or replace should be based largely upon a study of the current plant that will be made available to the successful applicant. Included in the potential scope of work are; Changing the elevation of the outflow, modifications to the management of pH of the outflow, elevation of tanks and other structures to prevent inundation, and complete rehabilitation or replacement of the plant’s intake system.

B. PROJECT SCHEDULE

Award granted 4/23/2020

Project design completion 12/23/2021

C. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this Design RFQ is for **EIGHT MONTHS** for the design phase to be followed with the construction phase.

II. TIMETABLE

A. PRE-SUBMISSION CONFERENCE

1. Attendance at the Pre-Submission Conference is not mandatory; however, Offerors are strongly encouraged to attend to discuss the requirements of the RFQ and identify any common questions. Persons with disabilities requiring special/reasonable accommodations should contact the Jacinto City, City Secretary at 713-674-8424 at least two (2) days prior to the pre-submission conference.

The Pre-Submission conference will be held at **[10] [AM]** on **[TUESDAY], [MARCH] [17], [2020]** at:

JACINTO CITY – CITY HALL

1301 MERCURY DRIVE

HOUSTON, TEXAS 77029

Due to space constraints, Jacinto City requests that Offerors limit their firms’ attendance at the Pre-Submission Conference to two company representatives.

2. Regardless of whether or not Offerors attend the Pre-Submission Conference, Offerors are responsible for fully acquainting themselves with the instructions, mandatory requirements, specifications, and standard terms and conditions set out in this RFQ, 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 Qualifications package, seek clarification in writing, and review their Statement of Qualifications for accuracy before submitting. It is the responsibility of each Offer before submitting Qualifications, to:

1. Examine the Request for Qualifications Documents thoroughly; and
2. Take into account 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 RFQ and the Statement of Qualifications due date, no oral interpretation of the RFQ'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 joyce.raines@jacintocity-tx.gov. The deadline for submission of questions relating to this RFQ is **[MARCH 19, 2020], no later than [5:00 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 City will not be bound by any information conveyed verbally.

The submission of a Statement of Qualifications shall constitute an incontrovertible representation by Offeror that Offeror has complied with the RFQ requirements and that without exception, the Statement of Qualifications is premised upon Offeror's ability to meet the mandatory requirements detailed in the Request for Qualifications 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 submission deadline, Jacinto City may wish to amend, add to, or delete from the contents of this Request for Qualifications. Jacinto City may also issue clarifications resulting from questions submitted. In such situations, Jacinto City shall issue an Addendum to the RFQ setting forth the nature of the modification.

D. EXTENSIONS

The City reserves the right to extend the Statement of Qualifications due date and time prescribed above. However, unless the City issues a written Addendum to this RFQ that extends the Qualifications due date and time for all Offerors, the Qualification due date and time prescribed above shall remain in effect.

E. SUBMISSION DEADLINE

Statements of Qualifications must be received, on or before **[5:00] PM** on **[THURSDAY], [MARCH] [26], [2020]**, to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person: **[JOYCE RAINES]**

[713-674-8424]

[CITY HALL]

[1301 MERCURY DRIVE]

[HOUSTON, TEXAS 77029]

[joyce.raines@jacintocity-tx.gov]

F. SCHEDULE SUMMARY

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

RFQ Release Date	FEBRUARY 27, 2020
Pre-submission Submission Conference	MARCH 17, 2020
Submission of Questions Deadline	MARCH 19, 2020
Qualifications Submission Deadline	MARCH 26, 2020
Shortlisted Firms Notified	APRIL 2, 2020
Interviews and Selection	APRIL 8, 2020 (Tentative)

This timetable may be modified based on number of submissions received and extent of interview and discussion timeframes.

III. SUBMISSION INSTRUCTIONS

A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Statement of Qualifications in response to this RFQ, Offeror accepts the solicitation process as it has been outlined in this RFQ.
2. Jacinto City 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 (RFQ). Offerors submit Qualifications at their own risk and expense. Jacinto City makes no guarantee that any products or services will be purchased as a result of this RFQ and reserves the right to reject any and all Qualifications. All Qualifications and accompanying documentation will become the property of Jacinto City. By submitting a Statement of Qualifications, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.
3. Offerors must sign Attachment A, *RFQ & Addenda Acknowledgement*, and include with their Statement of Qualifications submission. Offerors are responsible for consulting the requirements and standards referenced in this RFQ. 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.
4. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *RFQ & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFQ. In signing and submitting the *RFQ & Addenda Acknowledgement* with its Statement of Qualifications, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The City may deem a Statement of Qualifications non-responsive for failure of Offeror to acknowledge any and all Addenda.
5. Award will be made to the most qualified Offeror, subject to negotiation of fair and reasonable pricing, who submits a response to this RFQ.

6. By submitting a Statement of Qualifications, Offerors accept and acknowledge that determination of the most qualified firm may require subjective judgments by the County.
7. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

B. STATEMENT OF QUALIFICATIONS SUBMISSION

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

JACINTO CITY – CITY HALL

1301 MERCURY DRIVE

HOUSTON, TEXAS 77029

2. Statements of Qualifications must be sealed and must show the RFQ Number, Description and be marked “SEALED STATEMENT OF QUALIFICATIONS”.
3. Qualifications packages must include:
 - ✦ ONE (1) original Qualifications package, clearly marked “ORIGINAL”
 - ✦ THREE (3) copies of the Qualifications package, clearly marked “COPY”
 - Each copy must be marked with the identification of offeror;
 - ✦ All documents must be labeled with Offeror’s name.
 - ✦ All Qualifications must be typed, and formatted to print on 8 ½” by 11” paper.
 - ✦ Each section of Offeror’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
 - ✦ Offerors should prepare and submit a Table of Contents for the Qualifications being submitted. The Table of Contents must list all sections and the contents of each section.

C. LATE SUBMISSIONS; SUBMISSION RETURNS

Submissions are due to the Jacinto City- City Hall by the date and time specified on the cover sheet and as listed under Section II - Timetable. Jacinto City will not accept late Qualifications. Late submissions will be rejected. If a solicitation is cancelled, submitted Statements of Qualifications 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 City’s published RFQ package, then in the event of any conflict between the terms and provisions of the City’s published RFQ package, or any portion thereof, and the terms and provisions of the response made by Offeror, the County’s RFQ package as published shall control. Furthermore, if an alteration of any kind to the City’s published RFQ package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

E. REQUIRED STATEMENT OF QUALIFICATIONS DOCUMENTS & INFORMATION

Offeror’s Request for Qualifications submission package must include the components checked below, **in the order in which they are listed**. If the item is “X” checked, the item must be included in Offeror’s

Statement of Qualifications in order for the submission to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFQ or its attachments are missing, notify the City Secretary at 713-674-8424 immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Qualifications before submitting an offer.

<input checked="" type="checkbox"/>	1.	RFQ & Addenda Acknowledgement – Offeror must sign and submit the <i>RFQ & Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	2.	Experience & Qualifications – Offeror must provide their qualifications and experience as requested by the RFQ.
<input checked="" type="checkbox"/>	3.	Capacity & Resources – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFQ.
<input checked="" type="checkbox"/>	4.	Organization & Project Methodology – Offeror must provide information about their organization and project methodology as requested by the RFQ.

<input checked="" type="checkbox"/>	5.	Certification Regarding Lobbying – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment B.
<input checked="" type="checkbox"/>	6.	Certificate of Interested Parties (Form 1295) – Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the proposal deadline using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm . Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.
<input checked="" type="checkbox"/>	7.	Statement of Offeror Qualifications
<input checked="" type="checkbox"/>	8.	Offeror and Subcontractor Licensing / Certifications
<input checked="" type="checkbox"/>	9.	Form SF-330 – Architect-Engineer Qualifications – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, which can be downloaded at https://www.gsa.gov/forms-library/architectengineer-qualifications If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	10.	Subcontractor Listing Form – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment D.

<input checked="" type="checkbox"/>	11.	References – Offeror must complete and submit the <i>References</i> form, included as Attachment E.
<input checked="" type="checkbox"/>	12.	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 J.
<input checked="" type="checkbox"/>	13.	Section 3 Utilization Plan & Statement of Compliance – N/A
<input checked="" type="checkbox"/>	14.	Section 3 Business Concern Self-Certification Form – Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
<input checked="" type="checkbox"/>	15.	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 if applicable.
<input checked="" type="checkbox"/>	16.	Conflict of Interest Questionnaire – Offerors who enter or seek to enter into a contract with Jacinto City 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 Jacinto City. 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 Jacinto City 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"/>	17.	Statement of Conflicts – A statement of conflicts (if any) the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	18.	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"/>	19.	Sample Insurance Certificate – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment K (does not supersede the “Hold Harmless” provision).

IV. FORMAT AND CONTENT OF THE STATEMENT OF QUALIFICATIONS

A. STATEMENT OF QUALIFICATION REQUIREMENTS

Jacinto City 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.

Offeror providing the professional services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of 10 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;
 - c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
 - d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

B. CONTENT OF THE STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Statement of Qualifications 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 RFQ, as well as any other information that the Offeror feels appropriate to support its Qualifications.

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

1. FIRM EXPERIENCE & QUALIFICATIONS

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

Offeror must complete the *References* form, included as Attachment E, 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 C. 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 Architecture/Engineering firm is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).

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

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

For any work which may involve or require Architects or Engineers, Offerors must submit *Form SF330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architectengineer-qualifications>). If applicable, Offerors must submit a completed *Form SF-330 – ArchitectEngineer Qualifications* for each of the subcontractors proposed to be used in the completion of the Contract (Jacinto City must approve the actual subcontractors prior to their use).

2. FIRM CAPACITY & RESOURCES

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts. Indicate if Offeror can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If Offeror is not able to meet the specification, briefly explain why, noting any concerns or issues Jacinto City 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 Jacinto City, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

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

- List Offeror's total annual billings for each of the past five (5) calendar years.
- Financial references.

- Financial statements that include a balance sheet, audited annual statement, and income statement.

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

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

Using a representative project from Part I, Section F of your SF 330, describe in detail the engineering (technical) approach, including processes, procedures and methodology for completing the project from planning through construction.

V. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING STATEMENTS OF QUALIFICATIONS

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

B. EVALUATION PROCESS

All Statements of Qualifications will be examined by an evaluation committee consisting of various County and Jacinto City personnel (hereafter "Evaluation Committee") and ranked in order to establish a "shortlist" of up to 3 of the highest ranked firms and conduct interviews with the firms on the "shortlist". Interviews will be scored based on the same evaluation criteria, and total scores calculated to determine the highest ranked Offeror.

Jacinto City anticipates that the "shortlisted" firms will be notified on **APRIL 2, 2020. Interviews are tentatively scheduled for APRIL 8, 2020.** Offerors are advised to keep this date open. Failure to appear at the interview will cause the Offeror to be eliminated from further evaluation. Interviews shall be coordinated by and Jacinto City. Jacinto City reserves the right to postpone the interview date, or cancel an interview, in its sole and absolute discretion. Offeror shall be notified in advance of any such postponement or cancellation.

Offerors should be aware that Jacinto City may elect not to conduct interviews and may finalize ranking of firms based solely on Qualifications submissions.

In conducting evaluations, the evaluation committee 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.

Qualifications that do not conform to the instructions or which do not address all the requested services as specified may be eliminated from consideration. However, Jacinto City reserves the right to accept such a submission if it is determined to be in the best interest of Jacinto City.

While Jacinto City 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 the Offeror. The Qualifications submission may be incorporated into any contract which results from this RFQ, 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 the Offeror provide resources necessary to meet submitted claims.

The highest ranked firms will be selected for award, subject to negotiation of fair and reasonable rates, as further detailed below.

C. BASIS OF AWARD

Pursuant to 2 CFR 200.320(d)(5), Jacinto City shall evaluate Statements of Qualifications in response to this solicitation and intends to award contracts to the most qualified Offeror(s) as determined pursuant to this

RFQ process. Qualifications shall be evaluated, and the most qualified Offeror selected, subject to negotiation of fair and reasonable rates.

Price will **not** be considered as an evaluation factor; however, awards are subject to negotiation of fair and reasonable compensation. After Qualifications are opened but prior to award, Offeror may be required to submit its pricing, which shall be subject to negotiation. Contract award shall be subject to the timely completion of contract negotiations between the City and the selected Offeror.

In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Jacinto City reserves the right to waive any formality or irregularity, to make awards to more than one Offeror, and/or to reject any or all submissions.

No award can be made until approved by the Jacinto City, City Council. This RFQ does not obligate Jacinto City 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 Jacinto City and may be terminated at any time prior to execution of a contract.

D. EVALUATION CRITERIA

Award shall be made to the responsible Offeror who is determined to be the most qualified, subject to negotiation of fair and reasonable rates. Submission of a Statement of Qualifications 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 [40]%

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.**
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the Scope of Services similar to the one described in this RFQ.**
- d. Knowledge of local building codes and Federal building alterations requirements (if applicable).**
- e. Experience working with CDBG / GLO funded projects.**
- f. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.**
- g. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.**
- h. Demonstration of knowledge and experience related to innovative or latest technologies related to pipe rehabilitation.**

- i. Experience with similar work and TCEQ / EPA Permitting .
2. Firm Capacity & Resources [30]%
- Firm demonstrates:
 - a. Capability to provide professional 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 [10]%
- Firm sufficiently describes:
 - a. Firm's organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.
4. Methodology[20]%
- a. How the services will be provided and how they will be supported.
 - b. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.
 - c. Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Qualifications (RFQ).

E. DISCUSSIONS & NEGOTIATIONS

Following ranking of Offerors as described above, Jacinto City shall commence negotiations of contracts with the highest ranked Offeror. Jacinto City shall request the highest ranked Offeror to submit proposed prices. The professional fees under the contract may not exceed any maximum provided by law (TGC 2254.003(b)).

Because selection of firm is based upon qualifications, Offeror must limit subcontracting to firms agreed upon during negotiations.

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

F. CONTRACT OBLIGATION

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

VI. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

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

Offeror is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, County, or recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. Licensed Professional Engineers). 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 Jacinto City, 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 Jacinto City, 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

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 Jacinto City 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 G, and is the only form Jacinto City 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 Jacinto City 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 H, and is the only form Jacinto City 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 City 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 Jacinto City;
- 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 Jacinto City. Jacinto City may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Jacinto City 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 I and is the only form Jacinto City will accept.

If the successful Offeror submits a bank cashier's check as guaranty, Jacinto City 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 City under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

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 Jacinto City must be payable to and its form must be approved by Jacinto City.

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

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

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments

5. Texas Government Code Section 2254 – Professional and Consulting Services
6. 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.
7. 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.

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

Chief Assistant County Auditor – Audit Division
713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Offerors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Offerors 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 F) 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 Qualifications, 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 Qualifications may be rejected if the City believes that collusion exists among Offerors.

F. E-MAIL ADDRESSES CONSENT

By submission of Qualifications, Offeror affirmatively consents to the disclosure of its e-mail addresses that are provided to Jacinto City. 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 Qualifications or otherwise.

G. GOVERNING LAW

This RFQ is governed by the competitive proposal requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2254, as amended. Where there is a difference in regulation, Jacinto City 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, Jacinto City'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 Jacinto City 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 City does not agree to binding arbitration and does not waive its right to a jury trial.

H. FUNDING

Jacinto City anticipates that all or partial funding for the project subject to this RFQ will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the GLO (General Land Office), the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's (FEMA) Public Assistance program, or H.O.M.E. As such, in submitting its Qualifications, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFQ 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 M, *Required Contract Provisions*).

Offeror must also complete and return Attachment J, *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 Statement of Qualifications submission may deem the submission as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the City that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the City 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 City, other than for payment of services rendered prior to the date of termination.

I. N/A

J. HUB / MWBE UTILIZATION COMMITMENT

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

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

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

K. HISTORICALLY UNDERUTILIZED BUSINESSES

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

L. LIMITATION OF COST

In performing Contract services pursuant to this RFQ, the Contractor shall use its best efforts to perform the work specified and all obligations under the contract within the Contract costs.

M. NO UNAUTHORIZED CONTACTS

Offeror shall not contact any Jacinto City personnel, or elected or appointed officials during this RFQ process without the express permission from the Jacinto City. Jacinto City may disqualify any Offeror who has made site visits, contacted Harris County personnel or Board Members, or distributed any literature without authorization from Jacinto City.

All correspondence relating to this RFQ, from advertisement to award shall be sent to the City Secretary of Jacinto City.

N. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public

Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, Qualifications are public records. There are no exceptions. When submitting Qualifications, Offeror must be sure to identify trade secrets or confidential information contained in the Qualifications or redact confidential information if the information is needed to address requirements of the RFQ. To the extent permitted by law, Offerors may request, in writing, non-disclosure of confidential data. Such information shall accompany the Statement of Qualifications, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by Offeror, Jacinto City 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 City will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY". The City will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the City 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 submission as exempt from disclosure without justification may, at the City's discretion, be deemed non-responsive.

The City 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 City 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 City, to indemnify, defend and hold harmless the City in any action to compel disclosure of any withheld material. If the Offeror refuses to sign such an agreement, the City shall have the right to disclose the entirety of the Qualifications package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting Qualifications, Offeror expressly waives any claims against the City for such disclosure in the absence of an express written indemnification agreement. Offeror shall provide to the City a specific legal basis for each portion of a Qualifications sought to be withheld from disclosure.

O. 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 RFQ, 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.

P. RESPONSIBILITY REVIEW

Jacinto City 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 City 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 City may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The City 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 City may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the City's contract; and
- Necessary Production and Technical Equipment and Facilities: The City may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

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

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

Q. SUPPLEMENTAL MATERIALS

Offeror is responsible for including all pertinent product data in the returned Qualifications 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 Qualifications, must also be in the returned Qualifications package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Qualifications package.

R. TAXES

Jacinto City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Jacinto City claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended.

S. N/A

T. N/A

U. WAIVER OF SUBROGATION

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

VII. SCOPE OF SERVICES & REQUIREMENTS

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

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

Offeror shall demonstrate the ability to provide all the services defined in this RFQ. 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

The purpose of this project is to design and construction or rehabilitate a significant portion of Jacinto City's only wastewater treatment plant.

This plant was rebuilt in or about 1983. The capacity no longer meets the needs of the city and the city has found it difficult to maintain a pH of the outflow to meet the plant's permitted levels. Currently the city uses an addition of magnesium hydroxide to adjust the pH. Jacinto City would like to eliminate this additional process if possible, with the upgrades to the plant.

By increasing the capacity of the inflow and the plant itself the city hopes to reduce back pressure on the sewer collection system. One method that has been identified is the elevation of the plant's outflow in to Hunting Bayou.

Additional information will be made available to the selected applicant.

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 the Sewer Treatment Plant Upgrade Project. The services to be performed by the Offeror may include, but are not limited to, the following:

Area Surveying

Construction Design

TCEQ Approval of proposed work

Development of construction Bid Documents as per GLO Requirements

Oversight and inspections of the construction phase

C. STANDARDS

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

D. DELIVERABLES

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

- **Complete Design plans and drawings**
- **Construction Cost Estimates**
- **Detailed Bid Specifications as required for all CDBG (HUD) / GLO funded projects.**

E. N/A

F. 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, Jacinto City (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

VIII. CONTRACT REQUIREMENTS & PAYMENT

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

A. CONTRACT PROVISIONS

The federal regulations and standards applicable to the required work are set forth in Attachment M, *Required Contract Provisions*, and incorporated herein as part of this RFQ. 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 RFQ will be required to sign a contract containing the City'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 M, *Required Contract Provisions*.

In accordance with 2 CFR 200.326, contracts executed by Jacinto City 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. PURCHASE ORDER & DELIVERY

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

C. INVOICING PROCEDURES

Coordination of the project will be through the Jacinto City, City Secretary's 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; therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved and received in Accounts Payable.

D. PAYMENT PROVISIONS

The sum of the payments due to the Contractor is limited to the amount of money stated within the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Jacinto City. 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, Jacinto City is exempted from sales and use taxes.

E. PAYROLL SUBMISSION

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

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Jacinto City. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment

of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

F. N/A

G. PROMPT PAYMENT POLICY

It is the policy of the City to process contract payments efficiently and expeditiously. Pursuant to Texas Government Code 2251.021, Jacinto City 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 City 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 Jacinto City 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 Jacinto City or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

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

I. INFORMATION SECURITY

1. Definitions

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

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

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

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

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

3. Right to Audit

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

J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, Jacinto City 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, Jacinto City 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 the City related to this default. Such termination is in addition to and not in lieu of any other remedies that Jacinto City 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. Jacinto City 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. Jacinto City 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 City or the State of Texas of the right to seek redress in a court of law.
3. In addition, in accordance with Attachment M, *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 M 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 City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.

The City 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 City, the Contractor shall be liable to pay the difference.

K. TAXES

Jacinto City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Jacinto City 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 Jacinto City.

L. SAFETY

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of City 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.

M. HAZARDOUS MATERIALS

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

N. SUPERVISION

Contractor shall provide competent management for the Project, approved by City, 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 City requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the City.

O. STAFFING REQUIREMENTS

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

P. SUBCONTRACTORS

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

Q. INSURANCE

Contractor performing services under any contract awarded pursuant to this RFQ must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment K.

Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting Qualifications, 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 K for more information on Minimum Insurance Requirements.

R. WAIVER OF SUBROGATION

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

S. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

T. TOLL / PARKING FEES

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

U. RECYCLED MATERIALS

Jacinto City 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. Jacinto City will be the sole judge in determining product preference application. Information about this requirement and a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

V. FAILURE TO COMPLY

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

W. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Jacinto City, 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. Jacinto City 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. Jacinto City 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 Jacinto City 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 Jacinto City's satisfaction and/or to meet all other obligations and requirements.

3. **Termination for Health and Safety Violations.** Jacinto City shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

X. CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Jacinto City, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Jacinto City 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 Jacinto City. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

Y. EXTENSIONS / RENEWALS

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

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

Z. SEALS, LOGOS, AND FLAGS

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

AA. SILENCE OF SPECIFICATIONS

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

BB. SEVERABILITY

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

IX. ATTACHMENTS

- Attachment A – RFQ & Addenda Acknowledgement
- Attachment B – Statement of Offeror Qualifications
- Attachment C – References
- Attachment D – Contractor Profile

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Attachment A
RFQ & ADDENDA ACKNOWLEDGEMENT

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

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

☐ No addenda were received

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

I certify that this Statement of Qualifications is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications 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 Qualifications and certify that I have read and understand the RFQ 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 Qualifications according to the published provisions of this RFQ. I certify that all statements made are true, complete and correct.

Authorized Signature

Date

Authorized Representative Name (First & Last): _____

Company Name: _____

Company Address: _____

Offeror DUNS Number: _____

Telephone: _____ Fax: _____ e-mail: _____

Attachment B

STATEMENT OF OFFEROR QUALIFICATIONS

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

General Information

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

Litigation Record

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

Attachment B

STATEMENT OF OFFEROR QUALIFICATIONS

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

☐ YES ☐ NO

If yes, explain: _____

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

☐ YES ☐ NO

If yes, explain: _____

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

☐ YES ☐ NO

If yes, explain: _____

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

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

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

If yes, explain: _____

Experience Record

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

Government (Public) Entities: _____

Private (Commercial) Entities: _____

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

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

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

Attachment B
STATEMENT OF OFFEROR QUALIFICATIONS

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

Please list subcontractors/subconsultants in which your organization has some ownership or relationship and list the categories of work those subcontractors/subconsultants 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)

Attachment B
STATEMENT OF OFFEROR QUALIFICATIONS

To be filled in by Corporation:

Date incorporated _____

Under the laws of _____ State.

Executive Officer _____

To be filled in by Partnership

Date formed _____

State whether partnership is general, limited or associated

List Members:

State of _____

County of _____

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

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

and that: (1) the Offeror submitting a Statement of Qualifications 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 D

REFERENCES

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment C

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided:

Attachment D

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment C

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address:

Services provided:

Attachment D

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided:

Attachment C

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment D

CONTRACTOR PROFILE

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

Project Name: _____ Project No. _____

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

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

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

Type of Contract:

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

Name of Principle Owner(s) _____

Name of Contact Person _____

Company Address _____

Phone _____

Email _____

Estimated Amount of Contract or Subcontract: \$ _____

Women Owned: ☐ Yes ☐ No

Minority Owned: ☐ Yes ☐ No

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

Racial/Ethnic Codes:

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

Signature of Contractor

Date



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT
AND
TEXAS GENERAL LAND OFFICE**

Subrecipient Federal Procurement & Contract Requirements for
Non-Construction Projects

Community Development Block Grant Disaster Recovery (CDBG-DR)
Program

Project Type: Infrastructure

Project Name: City of Jacinto City – Waste Water Treatment Plant Improvements Project

Project No: D2017-043

Date Issued: 2/17/2020

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- Attachment N – N/A
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I. INTRODUCTION

This project may be funded by various sources and federal grants, including but not limited to, the Texas General Land Office (GLO), the Federal Emergency Management Agency (FEMA), and the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

As a recipient of federal funds, the Subrecipient shall ensure all procurements follow a free and open competitive process in securing those products or services.

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 goods and services. The Subrecipient 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, the Subrecipient 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, the Subrecipient shall follow the Federal rule.

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 responses.

II. GENERAL PROVISIONS & FEDERAL REQUIREMENTS

A. PRICING

Any rates provided to the Subrecipient must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for service, labor, material, equipment, overhead, and any other costs. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the Contract. No separate line item rates or charges for services listed in the scope of work will be accepted.

B. SECTION 3 ACT OF 1968 COMPLIANCE

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

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

Contractors must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* (Attachment K) prior to contract award and execution. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Contractor's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Contractors should indicate all firms proposed as subcontractors on this

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

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

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

C. HUB / MWBE UTILIZATION COMMITMENT

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

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

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

D. 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).

E. SUBCONTRACTOR LISTING FORM

Contractor is required to complete and submit the *Subcontractor Listing Form* (Attachment I) to list any potential subcontractors, professionals, suppliers, and vendors that Contractor may work with in connection the project. The Subrecipient reserves the right to reject Contractor's proposed subcontractors on any reasonable basis. Harris County and/or the Subrecipient must approve the actual subcontractors prior to their use. For each subcontractor listed, the Contractor 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. Contractor shall be responsible for ensuring any subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists.

The Contractor 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. Contractor shall be responsible for ensuring any subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists. Contractor shall be responsible for obtaining, and submitting with their response, licenses for any subcontractors / subconsultants if the work being performed by the subcontractor requires licensing in accordance with state or federal law.

F. RESPONSIBILITY

Subrecipient shall award contracts only to responsible Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. Information provided in the *Statement of Contractor Qualifications* form (Attachment H) may be used, in part, by the Subrecipient to assess Contractor's responsibility.

To be considered responsible, a Contractor must:

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

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

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

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

The Subrecipient shall conduct research to determine that a Contractor is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: The Subrecipient may request information on other active contracts the Contractor is performing and verify the status with those buyers;
- Performance Record: The Subrecipient may require Contractors to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the Contractor'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 Subrecipient may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The Subrecipient may verify the Contractor's compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: The Subrecipient may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the Subrecipient's contract;
- Necessary Production and Technical Equipment and Facilities: The Subrecipient may request evidence that the Contractor has all the equipment and facilities he/she will need or the capability to obtain them; and
- System for Award Management: The Subrecipient shall verify that the Contractor is not debarred through the System for Award Management (www.SAM.gov).

Contractors are responsible for determining the responsibility of their prospective subcontractors. Contractors shall submit the *Subcontractor Listing Form* (Attachment I) and provide information on any prospective subcontractors to be used in completion of the Project. Determinations of prospective subcontractor responsibility may affect the Subrecipient's determination of the Contractor's responsibility. A Contractor may be required to provide written evidence of a proposed subcontractor's responsibility.

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

G. AUTHORIZATION TO DO BUSINESS IN TEXAS

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

All Contractors are required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. Licensed Plumbers). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state. For businesses to legally operate in Harris County, Contractors must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

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

H. PERFORMANCE BONDS & PAYMENT BONDS

Performance Bonds: Successful Contractor 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.

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 Subrecipient 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

- From the contractor for 100 percent of the contract price to secure the (sub)contractor's fulfillment of all obligations under the contract.

The Subrecipient may require Payment Bonds for other contracts depending on the scope and use of subcontractors. The Subrecipient may require Contractors to furnish a payment bond within ten (10) days after award of the contract. The payment bond is:

- From the contractor for 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.

I. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The following regulations shall apply to this Contract opportunity. Contractors should refer to Attachment A – *Required Federal Contract Provisions* for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2254 – Professional and Consulting Services
6. Harris County Purchasing Rules and Procedures Manual (2013)

7. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
8. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

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

Any Contractor or Contractor's employee doing business with the Subrecipient who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Chief Assistant County Auditor – Audit Division

713-274-5673

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

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

J. DISQUALIFICATION OF CONTRACTOR

Contractor certifies that Contractor has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid/offer made to any competitor or any other person engaged in such line of business. Any or all bids/offers may be rejected if the Subrecipient believes that collusion exists among Contractors.

K. GOVERNING LAW

This solicitation is governed by the procurement requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2269 et seq., as amended. The Subrecipient shall 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.

L. FUNDING

The Subrecipient anticipates that all or partial funding for the project subject to this solicitation will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's (FEMA) Public Assistance program, or H.O.M.E. As such, Contractor 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 solicitation shall include all required Contract clauses in all solicitation and contract awards for services and work associated with this project, and the selected Contractor shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, Required Contract Clauses).

Contractor must complete and return Attachment F, *Certification of Compliance with Federal Standards & Requirements*, certifying their compliance with and understanding of their responsibility to ensure

compliance with federal regulations. Failure by the Contractor to maintain compliance throughout the duration of the project or Contract may be cause to terminate the Contract.

Additionally, any contract entered into by the Subrecipient that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the Subrecipient 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 Subrecipient, other than for payment of services rendered prior to the date of termination.

M. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, bids/offers are public records. There are no exceptions.

N. N/A

O. REGULATORY REQUIREMENTS & PERMITS

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

P. N/A

Q. 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 workmanlike, skillful, and competent manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

III. CONTRACT REQUIREMENTS

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

A. CONTRACT PROVISIONS

The Contractor shall be required to comply with the federal terms and conditions included in Attachment A, *Required Federal Contract Provisions*, which shall apply to and govern all work and services provided under the Contract.

In accordance with 2 CFR 200.326, contracts executed by the Subrecipient 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. TIME FOR COMPLETION & LIQUIDATED DAMAGES FOR DELAY

Time is of the essence of each and every provision of the Contract. If the Contractor fails to acceptably complete the Contract work within the time specified, including any properly authorized extension(s), the Subrecipient will be damaged and will suffer financial loss. The exact amount of damage is, and will be, difficult of exact ascertainment. Accordingly, instead of requiring any such proof, the County and the Contractor agree that the Contractor will pay the Subrecipient the sum of up to **\$500** for each and every calendar day of delay in completing the Contract work beyond the time prescribed for completion the work, as Liquidated Damages and not as a penalty or forfeiture.

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

C. LABOR COMPLIANCE

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

- *Quarterly Employment Data Report* – This report shall be provided by the Subrecipient to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- *Equal Employment Opportunity is the Law (EEO) Poster* – This poster will be provided by Subrecipient or Harris County to Contractor, and must be posted at the job site in an area visible to all workers.

D. PAYMENT PROVISIONS

The sum of the payments due to the Contractor is limited to the amount of money stated in the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by the Subrecipient. 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. Because the project is federally-funded through Harris County, Contractors cannot include federal excise, state or city sales tax.

Pursuant to Texas Tax Code Section 151.309, as amended, Harris County is exempted from sales and use taxes.

E. 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, the Subrecipient, or the 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.

F. INFORMATION SECURITY

1. Definitions

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

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

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

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Harris County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).

- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

3. Data Ownership

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

4. Data Mining

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

5. Breach of Security

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

6. Right to Audit

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

G. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, the Subrecipient 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, the

Subrecipient 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 the Subrecipient 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. The Subrecipient 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. The Subrecipient 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 A, *Required Federal 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 A shall be paid by the Contractor to the Subrecipient. In each subcontract for Work, the Contractor shall include a provision expressly giving the Subrecipient 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 Subrecipient’s right to indemnification, or the Contractor’s obligation to indemnify the Subrecipient, or to any other remedy provided for in this Contract or by Law.

The Subrecipient 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.

H. 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 may be furnished upon written request to Harris County.

I. SAFETY

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

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

J. HAZARDOUS MATERIALS

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

K. SUPERVISION

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

L. SUBCONTRACTORS

The Subrecipient must approve the actual subcontractors prior to their use. Contractor must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. Contractor assumes responsibility for the performance of the subcontractor; therefore, Contractor 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. INSURANCE

Contractor performing services under the contract awarded pursuant to this solicitation must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment D. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting a response to this contract opportunity, 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 D for more information on *Minimum Insurance Requirements*.

N. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

O. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", Contractor must provide to the Subrecipient with each delivery, material safety data sheets which are

applicable to hazardous substances defined in the Act. Contractor shall furnish this documentation for any material proposed within Contractor's submission subject to the Act.

P. 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.

Q. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to the Subrecipient, 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. The Subrecipient may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include reprocurement costs to be paid by the Contractor. The Subrecipient 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 the Subrecipient 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 the Subrecipient's satisfaction and/or to meet all other obligations and requirements.
3. **Termination for Health and Safety Violations.** The Subrecipient 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.

R. WARRANTIES

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

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

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

IV. REQUIRED CONTRACTOR DOCUMENTS

Prior to execution of a contract between the Subrecipient and the Contractor, the Contractor must submit all components checked below. If the item is “X” checked, the item must be submitted by the Contractor to the Subrecipient. Contractor should be thoroughly familiar with all of the following items applicable to the Contract.

<input checked="" type="checkbox"/>	1.	Certification Regarding Lobbying – Contractor must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment G.
<input checked="" type="checkbox"/>	2.	Form SF-330 – Architect-Engineer Qualifications (if applicable) – Contractor must complete and submit Form SF-330 – Architect-Engineer Qualifications for any work requiring Architects or Engineers, which can be downloaded at https://www.gsa.gov/forms-library/architect-engineer-qualifications
<input checked="" type="checkbox"/>	3.	Statement of Contractor Qualifications – Contractor must complete and submit the <i>Statement of Contractor Qualifications</i> form, included as Attachment H.
<input checked="" type="checkbox"/>	4.	Contractor and Subcontractor Licensing / Certifications – Contractor must submit any applicable licensing and/or certifications required for the completion of the scope of work under this solicitation.
<input checked="" type="checkbox"/>	5.	Subcontractor Listing Form – Contractor must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment I.
<input checked="" type="checkbox"/>	6.	Certification of Compliance with Federal Standards & Requirements – Contractor must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	7.	Section 3 Utilization Plan & Statement of Compliance – When applicable, Contractor must complete and submit the <i>Section 3 Utilization Plan & Statement of Compliance</i> (Attachment K), which demonstrates the commitment and/or ability to fulfill Section 3 Hiring and Subcontracting Goals under this contract, which is required for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	8.	Section 3 Business Concern Self-Certification Form – Bidders intending to self-perform as Section 3 Businesses, or for any subcontractors of Bidder who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Bid.
<input checked="" type="checkbox"/>	9.	When applicable, certification or documentation that Contractor, 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"/>	10.	Conflict of Interest Questionnaire – Contractors who enter or seek to enter into a contract with the Subrecipient must disclose Contractors’ or 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 Contractor becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	11.	Statement of Conflicts – A statement of conflicts (if any) the Contractor or key employees may have regarding the work or services.
<input checked="" type="checkbox"/>	12.	Sample Insurance Certificate – Contractor must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment D (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	13.	GLO Compliance Package – For GLO-funded projects, Contractor must complete and submit the <i>GLO Compliance Package</i> , shown under Attachment P, which includes the following forms: <ol style="list-style-type: none"> 1. GLO Contractor Certification 2. GLO Certification of Contractor Regarding Civil Rights Laws and Regulations 3. GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

V. ATTACHMENTS

- Attachment A – Required Federal Contract Provisions
- Attachment B – Quarterly Employment Data Report
- Attachment C – Equal Employment Opportunity (EEO) is the Law Poster
- Attachment D – Minimum Insurance Requirements
- Attachment E – Workers’ Compensation Insurance Coverage Rule 110.110
- Attachment F – Certification of Compliance with Federal Standards & Requirements
- Attachment G – Certification Regarding Lobbying
- Attachment H – Statement of Contractor Qualifications
- Attachment I – Subcontractor Listing Form
- Attachment J – Section 3 Clause
- Attachment K – Section 3 Utilization Plan & Statement of Compliance
- Attachment L – Section 3 Business Concern Self-Certification Form
- Attachment M – Section 3 Resident Self-Certification Form
- Attachment N – N/A
- Attachment O – N/A

- Attachment P – GLO Compliance Package

Attachment A

REQUIRED FEDERAL 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 the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient 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 the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

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

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

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

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

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

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

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

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

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))

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REQUIRED FEDERAL CONTRACT PROVISIONS

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)

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REQUIRED FEDERAL CONTRACT PROVISIONS

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 the Subrecipient, 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.

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

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REQUIRED FEDERAL CONTRACT PROVISIONS

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. The Subrecipient reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify the Subrecipient 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 the Subrecipient 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))

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REQUIRED FEDERAL CONTRACT PROVISIONS

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.

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REQUIRED FEDERAL CONTRACT PROVISIONS

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

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): 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

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REQUIRED FEDERAL CONTRACT PROVISIONS

basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- a. 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)

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

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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:

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- 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.

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REQUIRED FEDERAL CONTRACT PROVISIONS

- 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. Contractor must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

- 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 the Subrecipient and/or 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 solicitation, 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 solicitation. Certification of such coverage must be provided to the Subrecipient 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, Contractor or potential Contractor to the amount of this Contract or the terms or conditions of this Contract.

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REQUIRED FEDERAL CONTRACT PROVISIONS

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

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

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

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

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

- 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,

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

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

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

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person 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 response for services on a Subrecipient 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 response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or Harris County.

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

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

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, Contractor 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. A Contractor 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. Contractor shall provide written notice to the Contracting Officer if, at any time before the contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Contractor (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:

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

- 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, the Subrecipient 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))

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

Any discovery or invention that arises during the course of the contract shall be reported to the Subrecipient. 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.

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

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

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

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

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

WHISTLEBLOWER PROTECTION ACT

Attachment A

REQUIRED FEDERAL CONTRACT PROVISIONS

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 B

QUARTERLY EMPLOYMENT DATA REPORT

Quarterly Employment Data Report



Harris County Community Services Department 8410 Lantern Point Drive – HCCSD Grants Management Houston, Texas 77054 (713) 578-2000				Filing of this Report is consistent with Harris County Community Services Department's policy. Executive order 11246, and related HUD requirements; this report is due by the fifth of each quarter during the duration of contract. Failure to submit report(s) can result in contract being suspended, cancelled or terminated. For detailed instructions, see the backside of this form.													
Project Name: (1)		Contractor's Business Name, Address and Telephone No. (2)				Contract No. (3)			Contractor's Federal Employer I.D. No. (3)			Contractor's Status () Prime () Subcontractor () Lower Tier (4)					
Type of Contract () Construction () Service () Supply (5)		Legal Status () Proprietorship () Partnership () Joint Venture () Corporation (6)		Contract Amount (7)		Covered Workforce Area(s) () Houston SMSA () Houston SMSA plus outside area(s) (8)		Current Employment Goals Minority: _____ Female: _____ (9)		Source of Funding () Federal () Nonfederal (10)		Reporting Period From: _____ To: _____ (11)		Data Report Number (12)			
(14) All Employees						(15) Minority Group Employees											
EEO Categories (13)		Total Male & Female	Male	Female	Male				Female				Totals		Percent (16)		
					Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Minority	Female	Minority	Female	
Officials, Managers and Supervisors																	
Professionals																	
Technicians																	
Sales Workers																	
Office and Clerical																	
Craftsmen (Skilled)																	
Operatives (Semi-skilled)																	
Laborers (Unskilled)																	
Service Workers																	
Apprentices																	
Totals																	
Company Official's Signature and Title (1)					Date Signed (18)				Name and Title of Individual Completing Report (19)					Page _____ of _____			

Attachment B

QUARTERLY EMPLOYMENT DATA REPORT

Quarterly Employment Data Report - Instructions

This Quarterly Employment Data Report is to be completed by all third party contractors whose contracts and subcontracts exceed \$10,000 regardless of the nature and duration of contract; this includes, but is not limited to construction, service, supply, and professional and consulting services. All prime contractors considered during the preaward sessions are required to submit this report. The prime contractor will not only be responsible for submitting this information for their particular workforce, but all other subcontractors and lower tier contractors (including suppliers and vendors) who are playing a direct role in performance of this contract. Please note that the Report covers all of the contractor's workforce, and not just the project employees. **BUT FOR ALL FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS, THIS REPORT ONLY APPLIES TO ITS NONFIELD PERSONNEL. (BUT CONSTRUCTION CONTRACTORS, IN ADDITION TO THIS FORM, WILL BE REQUIRED TO COMPLETE AND SUBMIT THE FEDERAL OFCCP MONTHLY UTILIZATION REPORTS WHICH BLANKET ALL MECHANICS, LABORERS, AND APPRENTICES OR TRAINEES.)** Contractors are required to submit reports and direct inquiries to the following party:

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054-1552
(713) 578-2000

All reports are due quarterly by the 5th of the month for construction contractors and non-construction contractors.

1. HCCSD Project Name
Self-explanatory.
2. Contractor's Business Name, Address, and Telephone Number
Include actual street address and telephone area code.
3. Contractor's Identification Number
Include the Federal Social Security Number used on Quarterly Tax Return.
4. Contractor's Status
Check (✓) appropriate item.
5. Type of Contract
Check (✓) appropriate item.
 - Construction
Businesses involved in the construction, alteration, or repair, including painting and decorating of public facilities or public works, i.e., bus facilities, roadways, site preparation, etc.
 - Service
Businesses conducting and furnishing professional, architectural and engineering, and unskilled or nonprofessional labor excluding construction and supply of materials, i.e., vehicle repairs, security services, architectural and engineering services, insurance providers, etc.

Supply

Businesses Involved in the wholesale or fabrication of materials, supplies, articles or equipment, i.e., bus parts, office furniture etc.

6. Legal Status
Check (✓) appropriate item. For all joint ventures and partnerships, all firms involved will have to submit separate reports.
7. Contract Amount
Self-explanatory.
8. Covered Workforce Area (s)
Houston SMSA includes Brazoria, Fort Bend, Harris, Liberty, Montgomery and Waller counties. If total aggregate contractor workforce for the Houston SMSA exceeds 80%, check (✓) Houston SMSA item. If less, include total workforce. (Houston SMSA plus outside area (s) and check (✓) appropriate item.
9. Current Goals
For this contract, the goals for minorities and women are _____ and _____ respectively. (If no goals are provided under contract, the aggregate workforce must reflect ethnic and women ratios in the covered area (s).)
10. Source of Funding
Self-explanatory.
11. Reporting Period
For consistency, the reporting period should reflect from the start to the completion of each calendar quarter. (Contracts executed beyond the 10th of the month may be filed starting the succeeding calendar quarter.)
12. Data Report Number
Chronologically number each consecutive report starting with "1".
13. Job Categories
 - Officials, Managers, and Supervisors
Occupations requiring the exercise of policy making responsibility. Includes officials, executives, managers, superintendents, salaried foremen.
 - Professionals
Occupations requiring college background. Includes accountants and auditors, architects, engineers, lawyers, personnel workers.
 - Technicians
Occupations requiring combination of basic scientific knowledge and manual skill. Includes computer programmers and operators, draftsmen, engineering aides, surveyors.
 - Sales
Occupations engaging wholly in direct selling. Includes salesmen, insurance agents and brokers, sales clerks.

Office and Clerical

Occupations involving all clerical type work regardless of level of difficulty. Includes bookkeepers, cashiers, messengers, clerks, typists, secretaries, receptionists, telephone operators.

Craftsmen (skilled)

Occupations requiring a relatively high skill level and independent judgment. Includes electricians, carpenters, mechanics, repairmen.

Operatives

Occupations requiring operations of machine or processing equipment (factory type duty) using intermediate skills. Includes machinists, welders, routemen.

Laborers (unskilled)

Occupations engaging in manual work requiring no special training. Includes groundskeepers, laborers, gardeners.

Service Occupations

Occupations involving protective and nonprotective service. Includes cooks, elevator operators, janitors, guards, watchmen, policemen and detectives.

Apprentices

Persons engaging in a training program to learn a trade or craft traditionally considered an apprenticeship.

14. All Employees

Include numerical count of all employees.

15. Minority Group Employees

Black

All persons having origins in any of the Black African racial groups not of Hispanic origin.

Hispanic

All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.

Asian and Pacific Islanders

All persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.

American Indian or Alaskan Natives

All persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

16. Percent

Include the percents by each job category and total

17. Company Official's Signature and Title

Include the signature of a responsible company official or EEO liaison.

18. Date Signed – Self-explanatory.

Name and Title of Individual Completing Report- Self-explanatory.

Attachment C
EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Attachment C

EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Attachment C
EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

La igualdad de oportunidades de empleo es
LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Attachment C

EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

Versiones utilizables de la EEOC 9/02 y la OFCCP 8/08 con el Suplemento 11/09

EEOC-P/E-1 (Revisado 11/09)

Attachment D

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 E

WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

A. Definitions:

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

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

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

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

Attachment E

WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

Revised 4/02

Attachment F

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity 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 herein, 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. **Contractor must initial by each regulatory requirement and sign below.**

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Contractor 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 Contractor(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Contractor 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** – Contractor 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 Contractor must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Contractor submissions exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment G, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Contractor 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, Contractor 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. Contractor 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 F

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor 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*** – Contractor 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*** – Contractor 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*** – Contractor agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Contractor 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. *DEBARMENT AND SUSPENSION*** – Contractor 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.
- _____ **J. *ENERGY EFFICIENCY*** – Contractor 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).
- _____ **K. *EQUAL EMPLOYMENT OPPORTUNITY*** – Contractor agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Contractor 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. Contractor 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.
- _____ **L. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Contractor agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits

Attachment F

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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.

Contractor 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.

- _____ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Contractor agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Contractor 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. 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.

Contractor 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).

- _____ **N. *FAIR LABOR STANDARDS ACT*** – Contractor agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Contractor 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.

- _____ **O. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Contractor 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.

- _____ **P. *GREEN BUILDING*** – Contractor 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, Contractor 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. Contractor agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- 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.

Attachment F

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- _____ **Q. *HOLD HARMLESS AGREEMENT*** – Contractor agrees to indemnify, defend, and hold harmless Harris County and the Subrecipient from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Contractor shall procure and maintain, with respect to the subject matter of this solicitation, 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 solicitation. Certification of such coverage must be provided to the County upon request.
- _____ **R. *LEAD BASED PAINT*** – Contractor 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.
- _____ **S. *NON-COLLUSION*** – Contractor 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. Contractor agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Contractor or potential Contractor to the amount of this contract or the terms or conditions of this contract; Paid or agreed to pay any other person, firm, corporation, Contractor, or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Contractor or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
- _____ **T. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Contractor agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
- _____ **U. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Contractor agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Contractor 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 Contractor becomes aware of facts that require the statement to be filed.
- _____ **V. *PROCUREMENT OF RECOVERED MATERIALS*** – Contractor 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.
- _____ **W. *PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS*** – Contractor 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.
- _____ **X. *RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS*** – Contractor certifies that it:
- Is not a Contractor of a foreign country included on the USTR list.

Attachment F
**CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS &
REQUIREMENTS**

- 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.

_____ **Y. SECTION 3 ACT OF 1968** – Contractor 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 in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

Attachment G CERTIFICATION REGARDING LOBBYING

(Required for each Contract exceeding \$100,000)

The undersigned [Contractor] 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.

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

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

Signature of Contractor's Authorized Official

Date

Attachment G

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:		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 H

STATEMENT OF CONTRACTOR QUALIFICATIONS

This Statement of Contractor Qualifications requests information about Contractor that will be used in the evaluation of Contractor responsibility. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

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

Litigation Record

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

Attachment H

STATEMENT OF CONTRACTOR QUALIFICATIONS

☐ YES ☐ NO

If yes, explain: _____

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

☐ YES ☐ NO

If yes, explain: _____

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

☐ YES ☐ NO

If yes, explain: _____

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

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

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

If yes, explain: _____

Experience Record

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

Government (Public) Entities: _____

Private (Commercial) Entities: _____

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. For each project, as applicable, provide the name, nature of the project, size (SF), location, cost, completion date, owner and architect. Attach additional pages as necessary:

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

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

\$ Amount of Contract

Type of Work

Est. Date of
Completion

Name and Address
of Owner

1. _____
2. _____
3. _____

Attachment H

STATEMENT OF CONTRACTOR QUALIFICATIONS

4. _____

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 contract opportunity. Attach additional pages as necessary:

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

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

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

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

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

1. _____
2. _____
3. _____

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

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

Equipment Schedule (if applicable)

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Attachment H
STATEMENT OF CONTRACTOR QUALIFICATIONS

Dated this day _____ of _____ 20____
(Name of Organization)

By: _____
(Title)

Submitted by _____ an individual
a partnership
a corporation

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

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

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

Executive Officer _____

List Members:

State of _____

County of _____

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

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

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

_____, sworn to before me this _____ day
(Name of Contractor's Representative)
of _____, 20__.

Notary Public

(Seal)
My Commission expires

Attachment I
SUBCONTRACTOR LISTING FORM

Contractor is required to provide information below for each Subcontractor who will perform work or labor or render service to the Contractor in connection with the project (add additional pages if necessary):

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

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

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

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists. A final Subcontractor Listing Form will be required prior to contract award.

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

Signature of Contractor: _____

Print Name: _____

Attachment J

SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause, 24 CFR 135.38):

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 K HARRIS COUNTY SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

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

PART I: SECTION 3 REQUIREMENTS

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

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

A. Section 3 Hiring

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

B. Section 3 Subcontracting

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

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

PART II: SECTION 3 TRIGGER

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

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

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

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

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



Attachment K

HARRIS COUNTY SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

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

PART III: HIRING PLAN & COMMITMENT

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

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

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

Use an additional sheet if required

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

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



Attachment K

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		

Use an additional sheet if required

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

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



Attachment K

HARRIS COUNTY SECTION 3

UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART V. CONTRACTOR RESPONSIBILITIES

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

A. Efforts “To the Greatest Extent Feasible”

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

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

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

B. Changes

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

C. Documentation & Reports

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

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



Attachment K

HARRIS COUNTY SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART VI: OTHER ECONOMIC OPPORTUNITIES

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

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

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

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

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

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

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

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

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



Attachment K
HARRIS COUNTY SECTION 3
UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART VIII: STATEMENT OF COMPLIANCE

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

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

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

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

Business Name

Name of Authorized Officer

Signature

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS
_____ DAY OF _____, 20____ BEFORE ME APPEARED _____
TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND
DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS
AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

INTERNAL HARRIS COUNTY APPROVAL: _____

Compliance Monitor Signature

Date



Attachment L

HARRIS COUNTY SECTION 3

BUSINESS CONCERN SELF-CERTIFICATION

Business Name:	Business Principal Name:	
Address:	City:	Zip Code:
Email:	Phone #:	
Type of Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other		

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria. **Check** all that apply:

- ☐ My business is 51 percent or more owned by a Section 3 resident or residents;
- ☐ Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or
- ☐ I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following documents as applicable:

- ☐ Proof of Public Housing Assistance (PHA) Lease
- ☐ HAP – Housing Assistance Payment Contract (HAP) Award or benefit notification letter
- ☐ Copy of receipt of public assistance ☐ Evidence of participation in other public program ☐ Other evidence

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

- ☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents
- ☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)
- ☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

- ☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts
- ☐ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above 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, which may be grounds for termination of contracts that resulted from this certification.

Print Name

Signature

Date

For County Use Only

Contract / Project: _____ **Department:** _____ **Date:** _____

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Harris County, its contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors subject to the procurement standards of 2 CFR 200.318(h)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Attachment M

HARRIS COUNTY SECTION 3

RESIDENT SELF-CERTIFICATION FORM

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements. Applicants may be entitled to claim Section 3 Resident Preference when applying for training and employment opportunities with Harris County or its Subrecipients, when generated by certain HUD-funded projects.

Print Name:		
Address:	City:	Zip Code:
Email:	Phone #:	

When hiring opportunities are available and all requirements are met and remain equal, Harris County and its Subrecipients shall direct its efforts to provide, to the greatest extent feasible, employment opportunities to Section 3 Residents in the following order of priority:

- **Category 1 Residents:** Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located;
- **Category 2 Residents:** Participants in HUD Youthbuild programs;
- **Category 3 Residents:** Homeless or formerly homeless persons as defined by the HUD CoC Program; and/or
- **Category 4 Residents:** Other Section 3 low or very low-income residents who meet the Income Eligibility Guidelines:

Income Eligibility Guidelines (total household income does not exceed the following amounts):

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$41,950	\$47,950	\$53,950	\$59,900	\$64,700	\$69,500	\$74,300	\$79,100

Check all that apply:

- ☐ I am a public housing resident *or* Section 8 rent assistance participant (Housing Choice Voucher)
- ☐ I receive federal or public assistance
- ☐ I am a HUD Youthbuild program participant
- ☐ I am homeless or formerly homeless as defined by the HUD CoC Program
- ☐ I meet the Income Eligibility Guidelines. *Please answer questions below:*

How many persons live in your household? _____

What is the total annual income for all persons in your household? \$ _____

I understand that the information above may require verification and I agree to provide documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. The undersigned further understands that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training or employment that resulted from this certification.

Applicant Signature

Date

For County Use Only

Project Name / Contract #: _____ Department: _____ Date: _____

Attachment N

N/A

Attachment O

N/A

Attachment P

GLO Compliance Package

GLO INFORMATION SECURITY APPENDIX

1. Definitions

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

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

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

1. Security and Privacy Compliance

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

2. Data Ownership

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

3. Data Mining

Attachment P
GLO Compliance Package
GLO INFORMATION SECURITY APPENDIX

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

4. Breach of Security

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

5. Right to Audit

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

Attachment P
GLO COMPLIANCE PACKAGE
GLO CONTRACTOR CERTIFICATION



GLO Contractor 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 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 P
GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF CONTRACTOR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

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