

*Fort Bend County, Texas
Request for Proposals*



*Grant Administrator Services for the Big Creek Expansion Project
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Hurricane Harvey (DR-4332)
for Fort Bend County Drainage District
RFP 22-047*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, February 1, 2022
2:00 PM (Central)

MARK ENVELOPE:

RFP 22-047
Grant Administrator Services

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided after final agreement
is approved by Commissioners Court

Requests for information must be in
writing and direct to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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I. INTRODUCTION

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

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

Contracts anticipated to be awarded pursuant to this Request for Proposals (“RFP”) shall be funded under the U.S. Department of Housing and Urban development’s Community Development Block Grant Disaster Recovery (“CDBG-DR”) program in areas affected by Hurricane Harvey (DR-4332). Fort Bend County is authorized to use the competitive proposal method of procurement for this contract opportunity in accordance with 2 CFR 200.320(d).

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

A. PROJECT DESCRIPTION & SERVICES

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

Fort Bend County is seeking a well-qualified administration/activity delivery service provider(s) to assist the County with the overall administration/implementation of the Hurricane Harvey CDBG-DR Infrastructure Project, “Big Creek Expansion” under the U.S. Department of Housing administers by the Texas General Land Office

Fort Bend County will excavate and widen the Big Creek channel to increase its capacity and improve drainage to reduce future flooding in our community. Selected Respondent will work under the direction of Fort Bend County and Fort Bend County Drainage District engineers or their designee to provide and administer all activity delivery of infrastructure, utilities, housing and eligible projects approved for CDBG-DR funding. The selected respondent must follow all requirements of the HUD CDBG-DR program as administered by the GLO.

General Administration Services:

- Administrative Duties
- Construction Management
- Acquisition Duties
- Buyout Duties

Please provide a complete list of actual tasks to be performed under each of the above categories in your response, including, if necessary, a brief description of each task.

II. TIMETABLE

A. QUESTIONS

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

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

During the period between issuance of this RFP and the Proposals due date, no oral interpretation of the RFP's requirements will be provided to any prospective Respondent. Requests for interpretation (and other questions) must be made in writing by the respondent deadline via email to Jaime.Kovar@fortbendcountytexas.gov. The deadline for submission of questions relating to this RFP is **TUESDAY, January 25, 2022, no later than 10:00 AM CST.**

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

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

B. ADDENDA

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

C. EXTENSIONS

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

D. PROPOSAL DEADLINE

Proposals must be mailed or hand-delivered, on or before **2:00 PM CST on Tuesday, February 1, 2022,** to the authorized agency contact person at the location listed below. Respondent are advised to utilize the

Proposal Checklist in Section IV to assure completeness prior to submitting.

Authorized Agency Contact Person:

Jaime Kovar, Purchasing Agent
301 Jackson, Suite 201
Richmond, TX 77469
Jaime.Kovar@fortbendcountytx.gov

SCHEDULE SUMMARY

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

RFP Release Date	January 9, 2022
Submission of Questions Deadline	January 25, 2022
Proposals Submission Deadline	February 1, 2022
Evaluations	WEEK OF February 7, 2022
Notice to Proceed	When directed by Fort Bend County

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

III. PROPOSAL INSTRUCTIONS

A. RESPONDENT ACKNOWLEDGEMENTS

1. By submitting a Proposal in response to this RFP, Respondent accepts the solicitation process as it has been outlined in this RFP.
2. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.
3. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.
4. Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
5. By submitting a Proposal, Respondent accept and acknowledge that determination of the best-evaluated firm may require subjective judgments by the County.

B. PROPOSAL SUBMISSION

1. Submission requirements: one (1) original proposal, four (4) copies, and one (1) electronic response on flash drive are required by RFP opening time of 2:00 PM on Tuesday, February 1, 2022. Flash

drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper Flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

**Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469**

**Proposal Number: R22-047
Due Date: Tuesday, February 1, 2022
Time: 2:00 PM (CST)
For: Grant Administration Services**

2. Proposal packages must include:

- ONE (1) original Proposal package, **clearly marked “ORIGINAL”**
- FIVE (5) copies of the Proposal package, **clearly marked “COPY”**
 - Each copy must be **marked “SEALED PROPOSAL”** and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:
 - Identification of Respondent;
 - The job or solicitation number as located on the RFP cover sheet; and
 - The RFP title.
- All documents must be labeled with Respondent’s name and the RFP number. Any response received by the Office of the Fort Bend County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
- Proposal must indicate for which contract opportunities Respondent is submitting.
- Proposal must be typed, single spaced, and formatted to print on 8 ½” by 11” paper.
- Proposals must be labeled and organized **in the order as shown in Section IV –Proposal Checklist.**
- Each section of Respondent’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Respondent should prepare and submit a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

C. LATE PROPOSALS; PROPOSAL RETURNS

Proposals are due to the Fort Bend County Purchasing Department by the date and time specified on the cover sheet and as listed under Section II - Timetable. Fort Bend County will not accept late Proposals. Late Proposals will be rejected regardless of the method used for delivery; Respondents shall be wholly responsible for the timely delivery of submitted proposals. If a solicitation is cancelled, submitted Proposals will not be returned.

D. SCANNED OR RE-TYPED RESPONSE

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

E. PROPOSAL & ADDENDA ACKNOWLEDGEMENT

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

F. SECTION 3 UTILIZATION COMMITMENT

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

Respondent 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>

Respondent must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* form (Attachment R), with their Proposal. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Respondent's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Upon award, Respondent 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.

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

G. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

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

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

H. SUBCONTRACTOR LISTING FORM

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

The Successful Respondent 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. Respondent shall be responsible for obtaining, and submitting with its Proposal, licenses for any subcontractors if the work being performed by the subcontractor requires licensing in accordance with state or federal law.

IV. PROPOSAL CHECKLIST

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

<input checked="" type="checkbox"/>	1.	Proposal & Addenda Acknowledgement – Respondent must sign and submit the <i>Proposal & Addenda Acknowledgement</i> form, included as Attachment B.
<input checked="" type="checkbox"/>	2	Pricing – Respondent must provide the pricing as requested by the RFP.
<input checked="" type="checkbox"/>	3.	Experience & Qualifications – Respondent must provide their qualifications and experience as requested by the RFP.
<input checked="" type="checkbox"/>	4.	Capacity & Resources – Respondent must demonstrate sufficient capacity and financial resources as requested by the RFP.
<input checked="" type="checkbox"/>	5.	Organization & Project Methodology – Respondent must provide information about their organization and project methodology as requested by the RFP.
<input checked="" type="checkbox"/>	6.	Certification Regarding Lobbying – Respondent must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment D.

<input checked="" type="checkbox"/>	7.	Certificate of Interested Parties (Form 1295) – Respondent are required to complete and submit <i>Form 1295</i> with their Proposal, included as Attachment E. Upon award, the successful Respondent must electronically submit Form 1295 Certificate of Interested Parties using the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
<input checked="" type="checkbox"/>	8.	Statement of Respondent Qualifications – Respondent must complete and submit the <i>Statement of Respondent Qualifications</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	9.	Respondent and Subcontractor Licensing / Certifications – Respondent must submit any applicable licensing and/or certifications required for the completion of the scope of work under this RFP.
<input type="checkbox"/>	10.	Form SF-330 – Architect-Engineer Qualifications (if applicable) – Respondent must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, included as Attachment G.
<input checked="" type="checkbox"/>	11.	Subcontractor Listing Form – Respondent must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment H.
<input checked="" type="checkbox"/>	12.	References – Respondent must complete and submit the <i>References</i> form, included as Attachment I.
<input checked="" type="checkbox"/>	13.	GLO Contractor Offer Certification – When applicable, Respondent must complete and submit the <i>Contractor Offer Certification</i> (Attachment J), which is required by the Texas General Land Office for any CDBG-DR projects.
<input checked="" type="checkbox"/>	14.	Certification of Compliance with Federal Standards & Requirements – Respondent must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment O.
<input checked="" type="checkbox"/>	14.	Certification of Respondent Regarding Civil Rights Laws and Regulations – Respondent must complete and submit the <i>Certification of Respondent Regarding Civil Rights Laws and Regulations</i> (Attachment P), which requires successful Respondent to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights
<input checked="" type="checkbox"/>	15.	GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 – When applicable, Respondent must complete and submit the <i>GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3</i> (Attachment Q), which is required by the Texas General Land Office for any CDBG-DR projects.

<input checked="" type="checkbox"/>	16.	Section 3 Utilization Plan & Statement of Compliance – When applicable, Respondent must complete and submit the <i>Section 3 Utilization Plan & Statement of Compliance</i> (Attachment R), which demonstrates the commitment and/or ability to fulfill Section 3 Hiring and Subcontracting Goals and MWBE and/or HUB Hiring and Subcontracting Goals under this contract, which is required for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	17.	Certification or documentation that Respondent, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	18.	GLO Section 3 Self-Certification for Business Concerns – When applicable, Respondent which fit the definition of a Section 3 business, or subcontractors of the Respondent which fit the definition of a Section 3 businesses, must complete and submit the <i>GLO Section 3 Self-Certification for Business Concerns</i> form (Attachment S), which is required by the Texas General Land Office for any CDBG-DR projects.
<input checked="" type="checkbox"/>	19.	Conflict of Interest Questionnaire (if applicable) – Respondents who enter or seek to enter into a contract with Fort Bend County must disclose Respondent’s or its employees’ affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Fort Bend 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 Fort Bend County not later than the 7th business day after the date Respondent becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	19.	Statement of Conflicts (if applicable) A statement of conflicts (if any) the Respondent or key employees may have regarding these services.
<input checked="" type="checkbox"/>	20.	System for Award Management results – Respondent 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). Respondent must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	21.	Sample Insurance Certificate – Respondent must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment U (does not supersede the “Hold Harmless” provision of the <i>General Requirements</i> section).
<input checked="" type="checkbox"/>	22.	Questionnaire – Respondent must provide responses to all items on the questionnaire (Attachment CC).

V. FORMAT AND CONTENT OF THE PROPOSAL

A. PROPOSAL REQUIREMENTS

Fort Bend County shall evaluate each Respondent 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 grant administrator services;
3. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules related to grants.

Respondent providing the services must:

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

B. CONTENT OF THE PROPOSAL

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

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

1. FIRM EXPERIENCE & QUALIFICATIONS

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

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

Respondent should include the dollar value of the CDBG-DR program(s) for which Respondent provided

similar services.

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

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

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

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

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

2. FIRM CAPACITY & RESOURCES

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

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

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

Respondent 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 Respondent can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If Respondent is not able to meet the specifications, briefly explain why, noting any concerns or issues Fort Bend County should be aware of.

Respondent must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Respondent 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. Respondent must provide a summary/matrix of the staff identified/designated to support Fort Bend County, to include years of experience relevant to the scope of work, anticipated role (or labor category) on the project, and their credentials, licenses and accreditations. Respondent must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Work.

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

Describe any professional liability limits.

Describe any other consultant relationships.

Provide current workload and projects.

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

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

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

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

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

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

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

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

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

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

Respondent should provide a detailed project execution plan, or methodology, that discusses principles,

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

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

4. PRICING

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

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

VI. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING PROPOSALS

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

B. EVALUATION PROCESS

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

the most advantageous to the County.

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

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

While Fort Bend County appreciates a brief, straightforward and concise reply, Respondent 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 Respondent. The proposal response may be incorporated into any contract which results from this RFP, and Respondent are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of Respondent to meet such claims will result in a requirement that Respondent provide resources necessary to meet submitted claims.

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

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment, in accordance with the evaluation criteria. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals.

C. BASIS OF AWARD

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

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

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

D. EVALUATION CRITERIA

Evaluation shall be based on all factors in accordance with the evaluation criteria. Submission of a Proposal serves as Respondent's acceptance of the evaluation criteria and Respondent's recognition that subjective

judgments must be made by the Evaluation Committee:

1. Firm Experience & Qualifications..... 20%

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

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

2. Firm Capacity & Resources..... 20%

Firm demonstrates:

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

3. Organization & Project Methodology..... 30%

Firm sufficiently describes:

- a. How the services will be provided and how they will be supported.
- b. Firm's organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.
- c. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.
- d. Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).

- e. Firm demonstrates clear understanding of and in a consistent manner the interrelationship of scope of work described in this RFP and methodology write-up. Firm demonstrates up-to-date knowledge and understanding of disaster recovery efforts funded in whole or in part with Federal grants.

4. Pricing.....30%

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required. When economically feasible, FBC/DD will consider dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. A respondent may submit proposals for any or all activities. Preference will be given to firm-fixed pricing. The proposal must include all costs that are necessary to complete these activities successfully. Note that the lowest bid will not be used as the sole basis for entering into this contract; instead, an award will be made to the respondent providing the best value, cost, and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the contract price. To comply, the respondent must disclose and certify in its proposal the percentage of profit is used. **“Cost plus percentage of cost” type proposals are prohibited.**

E. DISCUSSIONS & NEGOTIATIONS

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

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

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

VII. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

Respondent 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.

Respondent is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Fort Bend County, or recognized professional organization governing the services performed under this contract (such as licensing requirements i.e. Licensed Electrician). The Texas Department of

Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Fort Bend County, Respondent 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 Respondent's business isn't located in Fort Bend County, Respondent must submit the licenses, certifications, and other documentation required by the locality in which its, or its subcontractors', business is based.

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

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

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

Respondent to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over \$25,000 is found under Attachment N and is the only form Fort Bend County will accept.

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

If any required performance and/or payment bond forms and related documents are not returned to the Fort Bend County Office of the Purchasing Agent, 301 Jackson, Suite 201, Richmond, TX 77469, within ten (10) days, Fort Bend County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

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

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

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

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended
4. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
5. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments

6. Texas Government Code Section 2156 – Purchasing Methods
7. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
8. Fort Bend County Purchasing Rules and Procedures Manual (2021)
9. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
10. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

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

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

Fort Bend County Purchasing Agent
 Jaime Kovar
 301 Jackson, Suite 201
 Richmond, TX 77469
Jaime.Kovar@fortbendcountytexas.gov

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

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

D. CONTRACTOR PROFILE

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

E. DISQUALIFICATION OF RESPONDENTS

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

F. E-MAIL ADDRESSES CONSENT

By submission of a Proposal, Respondent affirmatively consents to the disclosure of its e-mail addresses that are provided to Fort Bend County, the Fort Bend County Flood Control District, the Fort Bend County

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

G. GOVERNING LAW

This RFP is governed by the competitive proposal requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Local Government Code Section 2269 et seq., Subchapter D, as amended. Where there is a difference in regulation, Fort Bend County shall follow the more stringent regulation and shall require that Respondent 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, Fort Bend County's interpretation shall govern.

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

H. FUNDING

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

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

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

- a. *GLO Contractor Offer Certification* (Attachment J), which is required by the Texas General Land Office for any CDBG-DR projects;
- b. *GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3* (Attachment Q), which is required by the Texas General Land Office for any CDBG-DR projects; and

- c. *Certification of Respondent Regarding Civil Rights Laws and Regulations* (Attachment P), which requires successful Respondent to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights

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

I. HISTORICALLY UNDERUTILIZED BUSINESSES

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

Fort Bend County is encourages participation from small, minority and women owned businesses and labor surplus area firms.

J. NO UNAUTHORIZED CONTACTS

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

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

K. PRICING

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

L. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, Proposals are public records. There are no exceptions. When submitting a Proposal, Respondent must be sure to identify trade secrets or confidential information contained in the Proposal or redact

confidential information if the information is needed to address requirements of the RFP. To the extent permitted by law, Respondent may request, in writing, non-disclosure of confidential data. Such information shall accompany the Proposal, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by Respondent, Fort Bend County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

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

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

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

M. PURCHASE ORDER & DELIVERY

Successful Respondent shall not deliver products or provide services without a Fort Bend County Contract. If special circumstances apply to an Respondent's delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery, and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where project delivery times are critical, Fort Bend County reserves the right to award accordingly.

N. REGULATORY REQUIREMENTS & PERMITS

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

O. RESPONSIBILITY REVIEW

Fort Bend County shall conduct research to determine that an Respondent is responsible. Some methods to determine responsibility include:

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

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

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

P. SUPPLEMENTAL MATERIALS

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

Q. TAXES

Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Texas Tax Code

151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Agent.

R. TITLE TRANSFER

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

S. TOLL/PARKING FEES

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

T. WAIVER OF SUBROGATION

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

VIII. SCOPE OF WORK & SPECIFICATIONS

Respondent shall be required to show the ability to provide all the services described below. Successful Respondent 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. Respondent 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

Fort Bend County, Texas (hereafter referred to as the ("County")) seeks Proposals ("Proposals or RFP") for selection of one (1) qualified Contractor ("Respondent") for Grant Administration Services for the Big Creek CDBG-DR project for the Drainage District. Respondent will assist the County in completion of CDBG-DR qualified housing or non-housing projects; must be qualified to provide Grant Administration services for housing projects and non-housing projects. Grant administrative services must be performed in compliance with all United States Department of Housing and Urban Development (HUD), U.S. Army Corps of Engineers (USACE) and General Land Office (GLO) rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

Fort Bend County will excavate and widen the Big Creek channel to increase its capacity and improve drainage to reduce future flooding in our community. Selected Respondent will work under the direction of Fort Bend County and Fort Bend County Drainage District engineers or their designee to handle the CDBG-DR grant administration tasks, as they are required.

Hurricane Harvey overwhelmed the drainage system of Fort Bend County. Heavy rainfall caused flooding of homes and streets, this threatened public health, safety and welfare. The County submitted a CDBG-DR (DR-4332) grant application to the General Land Office ("GLO") and receives a subaward in an amount

not to exceed \$17,417,192.00 for Big Creek Expansion Project, under the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program, and administered by the GLO. Federal Award Number B-17-DM-48-0001.

Flood and Drainage Facilities (\$13,060,895.00): FBC Drainage District will: (a) Excavate and widen the Big Creek channel to increase its capacity and improve drainage to reduce future flooding in the county and (b) acquire remaining easements along the creek to complete the drainage project.

Acquisition (\$4,356,297.00): Fort Bend County will provide an acquisition program to approximately 19 non-residential properties affected by Hurricane Harvey, and are located in the floodway or reside in a repetitive flood area. The properties acquired may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Selected Respondent will work under the direction of the Drainage District engineers and Community Development Director or their designee to handle all the CDBG-DR grant administration tasks, as they are required.

B. SCOPE OF SERVICES

Respondent(s) shall perform tasks listed herein and should provide a detailed narrative of their experience as it relates to each of the items below. Respondent(s) should indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Providers should select a team of professionals capable of providing required services efficiently, in the County's best interest, who are familiar with local, state, and federal government CDBG-DR processes and procedures, and will give successful, on time, and on-budget project delivery. Information on all proposed sub-consultants must be included in the response; however, Fort Bend County reserves the right to approve proposed sub-consultants associated with the project. Fort Bend County reserves the right to negotiate with one or more parties. Fort Bend County is not obligated to enter into any contract(s) with a firm(s) based on terms or conditions.

1. Grant Administration Services – General

(a) Administrative Duties:

- i. As necessary, coordinate between Fort Bend County Drainage District and any other service providers: engineer, environmental service provider, appraisers, title companies, URA vendors, and other professionals, contractors, and subcontractors to effectuate the services requested.
- ii. Ensure program compliance including all CDBG-DR requirements and all parts therein, current Federal Register, etc.
- iii. Assist FBC/DD in establishing and maintaining financial processes.
- iv. Obtain and maintain copies of FBC's most current contract including all related change requests, revisions and attachments.
- v. Assist FBC/DD with resolving monitoring and audit findings..
- vi. Serve as monitoring liaison.
- vii. Assist FBC/DD with resolving third party claims.
- viii. Report suspected fraud to the GLO
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete and submit draw/payment request forms and supporting documents to FBC Auditor's office for approval.
- xi. May aid in public hearings, commissioner's court meetings.
- xii. Establish and maintain record keeping systems

- xiii. Will work with GLO's system of record.
- xiv. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, payment requests, change requests, etc.
- xv. Submit change requests and all required documentation related to any change requests.
- xvi. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables named in the contract.
- xix. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist FBC/DD with the procurement of professional services.
- c. Assist FBC/DD with reconciliation of program financials (actual vs. budget).
- d. Implementing and coordinating Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementing and coordinating Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than sixty (60) days after the expiration of the contract. All outstanding funds may be swept after sixty (60) days. Fort Bend County may request an extension of this requirement in writing.
- j. Aid in preparation of contract revisions and supporting documents, including but not limited to:
 - Amendments/modifications, and change orders.

(b) Construction Management

- i. The provider will assist FBC/DD in submitting/setting up project in the GLO's record system.
- ii. The provider will compile and collate complete contract/bid packages that meet the GLO program requirements. The packages will have supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist FBC/DD by coordinating to get the required documentation.
- iii. The provider may monitor, report, and evaluate the contractor's performance; notify FBC/DD if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

- iv. The provider may assist FBC/DD with project Activity Draws/Close Out.
- v. The provider may assist FBC/DD by submitting all the necessary documents for draws and closing a project activity in the GLO's record system. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist FBC/DD by coordinating to acquire the required documentation.
- vi. The provider may assist FBC/DD in developing architectural and engineering plans with guidance from the GLO (if necessary).
- vii. Reassignment scope alignment (if necessary).

(c) **Acquisition Duties:**

- I. Project planning, design, and startup
 - Conduct all necessary tasks of appraisal and review appraisal services; title and real estate closing services, and demolition contractor.
 - Develop subrecipient's Program Guidelines and manage subsequent public comment process.
- II. Property owner notifications
 - Generate and send required mailings to owners of each parcel targeted for acquisition.
 - Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
- III. Intake meetings and record management
 - Advertise, schedule, and conduct intake with property owners and interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
 - If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights..
 - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
- IV. Eligibility verification
 - Management staff will review all intake documentation and verify eligibility.
 - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
- V. Ensure environmental reviews and site specific clearances
 - Flood and Drainage:
 - Coordinate all required environmental reviews and clearance reports for each applicant file.
 - Acquisition:
 - Conduct all required environmental reviews (Tier 1 and Tier II) and generate environmental clearance reports for each applicant file.
- VI. Offer package generation, approval, and mailing
 - Notify FBC/DD that offer packages are ready, and use independently procured appraisals to determine the fair market value of properties.
 - Meeting with FBC/DD to discuss and finalize the fair market value of properties to submit to Commissioners Court for approval.
 - Generate and mail offer packages upon Commissioners Court approval.
- VII. Offer meeting
 - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
 - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.

- If owner accepts, a contract of sale will be signed at the offer meeting.
- VIII. Closing
- Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
 - Assist property owner with relocation arrangements and schedule real estate closing.
- IX. Draw/funding requests
- Assist FBC/DD with payment requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
- X. File, audit, and closeout
- Complete file audit to ensure all procedures were properly followed, complete all data entry and ensure supporting documents are in placed.
 - Provide procured demolition contractor with property access.

d) Environmental Services

- I. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- II. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
- III. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
- IV. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- V. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
- VI. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- VII. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- VIII. Complete and submit the environmental review into GLO's system of record;
- IX. At least one site visit to project location and completion of a field observation report;
- X. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- XI. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- XII. Process environmental review and clearance in accordance with NEPA;
- XIII. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- XIV. Prepare and submit Monthly Status Report; and
- XV. Participate in regularly scheduled progress meetings.

(d) Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist Fort Bend County Drainage District with the procurement of professional services.
- c. Implementing and coordinating Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- d. Implementing and coordinating Section 504 requirements.
- e. Program compliance.

- f. Ensure that fraud prevention and abuse practices are in place and being implemented.
- g. Prepare and submit all closeout documents.
- h. Submit all invoices no later than sixty (60) days after the expiration of the contract. All outstanding funds may be swept after sixty (60) days. Fort Bend County may request an extension of this requirement in writing.
- i. Aid in preparation of contract revisions and supporting documents, including but not limited to:
 - Amendments/modifications,
 - Change orders.

(e) Construction Management

- i. The provider will assist Fort Bend County Drainage District in submitting/setting up project applications in the GLO's record system.
- ii. The provider will compile and collate complete contract/bid packages that meet the GLO program requirements. The packages will have supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the Fort Bend County Drainage District by coordinating to get the required documentation.
- iii. The provider may monitor, report, and evaluate the contractor's performance; notify Fort Bend County Drainage District if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist Fort Bend County Drainage District with project Activity Draws/Close Out.
- v. The provider may assist the Fort Bend County Drainage District by submitting all the necessary documents for draws and closing a project activity in the GLO's record system. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist Fort Bend County Drainage District by coordinating to acquire the required documentation.
- vi. The provider may assist Fort Bend County Drainage District in developing architectural and engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

2. Grant Administration Services – Infrastructure

(a) Administrative Duties:

- i. Ensure program compliance, including all CDBG-DR requirements and all parts therein, current Federal Register, etc.
- ii. Assist FBC/DD in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the FBC/DD's most current contract, including all related change requests, revisions, and attachments.
- iv. Establish and maintain record-keeping systems.
- v. Assist FBC/DD with resolving monitoring and audit findings.

- vi. Serve as monitoring liaison.
- vii. Assist FBC/DD with resolving third-party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO's requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Perform any other administrative duty required to deliver the project.
- xii. Utilize and assist with GLO's record system to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiii. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- a. Facilitate outreach efforts,
- b. Perform appraisal and title services and related activities.
- c. Submit acquisition reports and related documents.
- d. Establish acquisition files.
- e. Complete acquisition activities.

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

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

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

C. STANDARDS

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

D. TIME OF COMPLETION

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

E. 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, Fort Bend County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

IX. CONTRACT REQUIREMENTS & PAYMENT

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

A. CONTRACT PROVISIONS

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

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

B. CONTRACT TRANSITION

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

C. EXTENSIONS / RENEWALS

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

The County may extend the term of the contract by written notice to the Contractor within the term of the

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

D. CONTRACT OBLIGATION

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

E. INVOICING PROCEDURES

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

F. PAYMENT PROVISIONS

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

G. PROMPT PAYMENT POLICY

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

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

H. COST PLUS CONTRACTING PROHIBITED

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

or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

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

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

I. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

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

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

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

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

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

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

J. TAXES

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

K. STAFFING REQUIREMENTS

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

L. SUBCONTRACTORS

Fort Bend County must approve the actual subcontractors prior to their use. Respondent 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, Respondent is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

M. SUPERVISION

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

N. HAZARDOUS MATERIALS

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

O. SAFETY

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

Federal and local laws, codes, and regulations.

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

P. INSURANCE

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

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

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

Q. WAIVER OF SUBROGATION

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

R. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

S. TOLL / PARKING FEES

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

T. RECYCLED MATERIALS

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

U. FAILURE TO COMPLY

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

V. TERMINATION

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

W. SEALS, LOGOS, AND FLAGS

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

X. SILENCE OF SPECIFICATIONS

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

Y. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the

specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

ATTACHMENTS

- Attachment A – Drawings, Standards & Specifications (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment B – Proposal & Addenda Acknowledgement
- Attachment C – Pricing
- Attachment D – Certification Regarding Lobbying
- Attachment E – Form 1295
- Attachment F – Statement of Respondent Qualifications
- Attachment G – Form SF-330 – Architect-Engineer Qualifications (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment H – Subcontractor Listing Form
- Attachment I – References
- Attachment J – GLO Contractor Offer Certification (if applicable)
- Attachment K – Contractor Profile
- Attachment L – Performance Bond for Public Works Contracts over \$100,000 (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment M – Performance Bond for Non-public Works Contracts over \$50,000 (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment N – Payment Bond (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment O – Certification of Compliance with Federal Standards & Requirements
- Attachment P – Certification of Respondent Regarding Civil Rights Laws and Regulations
- Attachment Q – GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (if applicable)
- Attachment R – Section 3 Utilization Plan & Statement of Compliance (if applicable)
- Attachment S – GLO Section 3 Self-Certification for Business Concerns (if applicable)
- Attachment T – Section 3 Clause (if applicable)

- Attachment U – Minimum Insurance Requirements
- Attachment V – Workers’ Compensation Insurance Coverage Rule 110.110 (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment W – Policy for Payment (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment X – Prevailing Wage Rates, Worker Classification Definitions and Payroll Submittal Instructions (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment Y – Davis Bacon Current Wage Decision (if applicable) (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment Z – General Conditions for Building Construction and Related Work (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment AA – General Notices, Notes & Information (NOT APPLICABLE TO THIS SOLICITATION)
- Attachment BB – Required Contract Provisions
- Attachment CC – Questionnaire

Attachment B
PROPOSAL & ADDENDA ACKNOWLEDGMENT

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

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

No addenda were received

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

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

_____	_____
Authorized Signature	Date
Authorized Representative Name (First & Last): _____	
Company Name: _____	
Company Address: _____	
Respondent DUNS Number: _____	
Telephone: _____ Fax: _____ e-mail: _____	

Attachment C
PRICING

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

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

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

**RFP 22-047 Grant Administrator Services for the Big Creek Community Development Block Grant-
Disaster Recovery (CDBG-DR) Project for Fort Bend County Drainage District**

Total Price: \$ _____

Attachment D
CERTIFICATION REGARDING LOBBYING

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

The undersigned [Respondent] 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.

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

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

Signature of Respondent's Authorized Official

Date

Attachment D
CERTIFICATION REGARDING LOBBYING

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

Attachment E
FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

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

Attachment F
STATEMENT OF RESPONDENT QUALIFICATIONS

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

General Information

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

Experience Record

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

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

Have you ever defaulted on a contract? YES NO

If yes, explain: _____

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

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

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

Government (Public) Entities: _____

Private (Commercial) Entities: _____

Attachment F
STATEMENT OF RESPONDENT QUALIFICATIONS

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

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

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

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

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

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

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

1. _____
2. _____
3. _____

Dated this day _____ of _____ 20____

(Name of Organization)

By: _____
(Title)

Submitted by _____

an individual
a partnership
a corporation

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

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

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

Executive Officer _____

List Members:

Attachment F
STATEMENT OF RESPONDENT QUALIFICATIONS

State of _____

County of _____

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

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

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

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

of _____, 20__.

Notary Public

(Seal)
My Commission expires:

Attachment H
SUBCONTRACTOR LISTING FORM

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

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

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

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

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

Attachment H
SUBCONTRACTOR LISTING FORM

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

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

Respondent shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists.

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

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

Signature of Respondent: _____

Print Name: _____

Attachment I
REFERENCES

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment I
REFERENCES

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment J
GLO CONTRACTOR OFFER CERTIFICATION



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

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

 Signature of Contractor

 Date

Attachment K
CONTRACTOR PROFILE

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

Project Name: _____ Project No. _____

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

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

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

Type of Contract:

Construction Professional Architectural / Engineering

Name of Principle Owner(s) _____

Name of Contact Person _____

Company Address _____

Phone _____

Email _____

Estimated Amount of Contract or Subcontract: \$ _____

Women Owned: Yes No

Minority Owned: Yes No

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

Racial/Ethnic Codes:

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

Signature of Contractor

Date

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Respondent agrees to comply with 2 CFR 200.336 and provide Fort Bend 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 Respondents) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Respondent 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** – Respondent 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 Respondent 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** – Respondent submitting responses for contract opportunities expected to exceed \$100,000 agree to comply with CFR 200 Appendix II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment D, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Respondent 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, Respondent 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. Respondent agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

For any subcontractors under this contract receiving contracts in excess of \$150,000 Respondent 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 – Respondent 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 – Respondent 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 – Respondent agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Respondent agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

I. DAVIS BACON & RELATED ACTS – When applicable, Respondent agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

J. DEBARMENT AND SUSPENSION – Respondent affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

K. ENERGY EFFICIENCY – Respondent agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

L. EQUAL EMPLOYMENT OPPORTUNITY – Respondent agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

Respondent 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. Respondent agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

N. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS – Respondent agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Respondent 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 servicemedal veteran in regard to any position for which the employee or applicant for employment is qualified. Respondent 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.

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

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

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

Q. GREEN BUILDING – Respondent 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, Respondent 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. Respondent agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

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

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

_____ **T. NON-COLLUSION** – Respondent 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. Respondent agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Respondent or potential Respondent to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Respondent or potential Respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

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

_____ **V. POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Respondent agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Respondent 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 Respondent becomes aware of facts that require the statement to be filed.

Attachment O

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

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

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

_____ **Z. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Respondent certifies by the submission of its Proposal that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
- Will not provide any product of a foreign country included on the USTR list.

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

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

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

Print Name and Title of Respondent’s Authorized Official

Signature of Respondent’s Authorized Official

Date

CERTIFICATION OF RESPONDENT REGARDING CIVIL RIGHTS LAWS & REGULATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF RESPONDENT 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 RESPONDENT (include ZIP Code)

CERTIFICATION BY RESPONDENT

Respondent has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

- Yes No

The undersigned hereby certifies that:

- The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFP proceedings (if HUD-funded and contract anticipated to equal or exceed \$100,000).
- The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds \$10,000).
- The Equal Employment Opportunity for Workers With Disabilities 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?

- Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Attachment Q

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

TEXAS GENERAL LAND OFFICE



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

Contractor Name/Business Name: _____ **Date:** _____

Authorized Representative Name: _____

Signature: _____

Attachment R

SECTION 3 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 Fort Bend 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 R

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 Fort Bend County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Fort Bend County of any new hire opportunities that arise during the life of the contract.

NOTE: If hiring is anticipated and this section is not completed, contractor may be deemed non-compliant.

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

Use an additional sheet if required

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

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

Attachment R

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART IV: SUBCONTRACTING PLAN & COMMITMENT

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

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

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

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

Use an additional sheet if required

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

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

Attachment R

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 news paper 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 Fort Bend 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 Fort Bend County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Fort Bend 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 Fort Bend 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 Fort Bend 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 Fort Bend County.

Attachment R

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 Fort Bend 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 Fort Bend 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 Fort Bend County.

Other Economic Opportunities are subject to verification and approval by Fort Bend 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 Fort Bend 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 Fort Bend County, or must demonstrate why compliance is infeasible.

Fort Bend 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 Fort Bend County, on why it is unable to comply.
3. Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Fort Bend 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 Fort Bend County Section 3 Policy.

Attachment R

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 Fort Bend 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 Fort Bend 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 FORT BEND COUNTY APPROVAL:

Compliance Monitor Signature

Date

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



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

SUBRECIPIENT	CONTRACT NUMBER	DATE
Fort Bend County		

CONTRACTOR INFORMATION	
Name of Business	
Address of Business	

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

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

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

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

For Business entity as applicable:

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

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

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

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

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

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

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

 Authorized Name & Signature

 Date

 Attested By (Corporate Seal)

Attachment T
SECTION 3 CLAUSE

24 CFR 135.38 Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment U

MINIMUM INSURANCE REQUIREMENTS

All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with submission, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

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REQUIRED CONTRACT PROVISIONS

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

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Fort Bend 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 Fort Bend County or note in its submission that records will be available within the boundaries of Fort Bend 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."

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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REQUIRED CONTRACT PROVISIONS

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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REQUIRED CONTRACT PROVISIONS

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 Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

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 Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Fort Bend County reserves the right to verify any Respondents' 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 Fort Bend County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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REQUIRED CONTRACT PROVISIONS

copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II,

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

FAIR LABOR STANDARDS ACT

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

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

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

GREEN BUILDING STANDARDS

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

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

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

HOLD HARMLESS AGREEMENT

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

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

LEAD-BASED PAINT (24 CFR 570.608)

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

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

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

NON-COLLUSION (The Sherman Act)

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

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

Contractor shall not in any way, directly or indirectly:

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- a. Collude, conspire, or agree with any other person, firm, corporation, Respondent or potential Respondent to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Respondent or potential Respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Respondent.
- 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 (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

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

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REQUIRED CONTRACT PROVISIONS

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

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

Respondents are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Respondent's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Respondent intends to utilize to perform the contract. Respondents 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/>. Respondents must include the certification or documentation that it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

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

POTENTIAL CONFLICTS OF INTEREST

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

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

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

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QUESTIONNAIRE

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

General Information

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

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

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