

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- (✓) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

*[Handwritten Signature]*  
Jenni Pelt

Date: 11-3, 2020

City Controller of the City of Houston, Texas

*OC M6*

8300-2000-520107  
FUND REF: OA 46-16343 AMOUNT: 250,250.00 ENCUMB. NO.: 45-335786 SRO

City of Houston, Texas Ordinance No. 2020-946

*[Handwritten Mark]*

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HARRIS COUNTY FOR THE PURPOSE OF ACQUIRING AND SHARING HIGH-RESOLUTION STREET-LEVEL IMAGERY TIGHTLY INTEGRATED WITH STREET-LEVEL LIDAR DATA AND DATA EXTRACTION SERVICES; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$250,250.00 unless and until this sum is increased by ordinance of City Council.

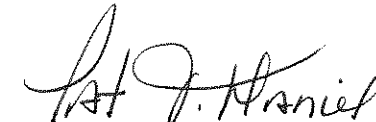
Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 4<sup>th</sup> day of November, 2020.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is NOV 10 2020.



\_\_\_\_\_  
City Secretary

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: NOV 10 2020

**FUNDING SOURCE:**

**ALLOCATE: \$250,250.00 – Water and Sewer System Operating Fund (8300)**

(Prepared by Legal Dept. Marina Banks)  
(MNB/sjl 10/19/2020) Assistant City Attorney  
(Requested by Dale Rudick, Director, Public Works and Engineering Department)  
(L.D. No. 0762000005001)

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

Rev. 5/18

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF HOUSTON  
AND HARRIS COUNTY, TEXAS**

This Interlocal Agreement (this "Agreement") is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), as amended, and entered into by and between the City of Houston, a home rule city of the state of Texas (the "City") and Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas. The Parties agree to abide by the terms and provisions of this Agreement throughout the duration of this Agreement.

**RECITALS**

**WHEREAS**, on November 12, 2019, the County entered into an agreement with Cyclomedia Technology, Inc. ("Contractor") for the purpose of acquiring high-resolution street-level imagery tightly integrated with street-level LIDAR data and data extraction services in collaboration with Project Partners (the "LIDAR Project");

**WHEREAS**, the agreement for the LIDAR Project ("Contractor's Agreement") identifies the City as a Project Partner;

**WHEREAS**, the City now desires to contribute funds to the LIDAR Project in exchange for the benefits it will receive as a Project Partner;

**WHEREAS**, the County desires to receive the funds contributed to the LIDAR Project by City;

**WHEREAS**, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, City and the County are authorized to enter into agreements to perform governmental functions and services; and

**WHEREAS**, the governing bodies find that performance of this agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this agreement.

**AGREEMENT**

**NOW, THEREFORE**, the City and the County (each a "Party" and together, the "Parties") agree as follows:

## 1. GENERAL SCOPE OF AGREEMENT

a. The LIDAR Project is described in Contractor's Agreement, which is attached hereto as Exhibit A. City is identified as a Project Partner within the Request for Proposals document ("RFP").

b. As provided in Contractor's Agreement, Contractor understands that the County is working in collaboration with Project Partners for the LIDAR Project. Contractor has agreed to provide the County and all Project Partners with licenses to enable access to and use of the data acquired as further specified in the RFP.

c. In exchange for the benefits that the City will receive from the County's inclusion of the City as a Project Partner in Contractor's Agreement, the City agrees to compensate the County in an amount not to exceed Two Hundred Fifty Thousand Two Hundred Fifty Dollars and No Cents (\$250,250.00).

d. Further the City agrees to share with the County all data from high resolution street-level imagery tightly integrated with street-level LIDAR data and data extraction services ( the "Services") as described in the Request for Proposals for Purchasing Job #19/0329.

d. The City understands and agrees to abide by the use restrictions set forth in the terms of Contractor's Agreement, which include that the County and each Project Partner (both employees and contractors) reserve the right to use licensed, Web-based Applications and APIs provided by Contractor for its (County's or Project Partner's) benefit, not to extend to third parties for their separate use.

## 2. TERM AND TERMINATION

a. **Term.** The effective date of this Agreement shall be on the later date either Party executes it, and the Agreement shall run coterminous with the Initial Term and any Renewal Terms of Contractor's Agreement, unless terminated sooner. Contractor's Agreement provides for a two (2) year license term. The County and the City may amend this Agreement in writing if the Parties desire to exchange funds to extend the license term or make other modifications to the Parties' obligations related to the LIDAR Project. In the event that no funds or insufficient funds are appropriated for payment of obligations, the Agreement shall be terminated without liability to the City, its officers, agents, or employees.

b. **Termination.** Either Party may terminate this Agreement with thirty (30) days written notice to the other party to this Agreement. The obligations of the City, including its obligation to pay the County for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by the County. The City's obligations will be payable solely from funds appropriated in the City's budget for the year in which such obligations may be due and payable.

### **3. PAYMENTS**

a. The City will receive an invoice from the County in the amount of Two Hundred Fifty Thousand Two Hundred Fifty Dollars and No Cents (\$250,250.00). Within thirty (30) days of City's receipt of the invoice, City agrees to deliver the payment to the County at the following address:

**Harris County Auditor  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Accounts Receivable**

b. If the City fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the City written notice of such failure, then the City is in default under this Agreement. In the event of the City's default, the County has the right to terminate the Agreement, deny the City any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and City are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

### **4. INDEPENDENT ENTITIES**

It is understood and agreed that the City and the County are independent governmental entities and neither has authority to bind the other or to act as agent for the other.

### **5. LIABILITY OF PARTIES**

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of any public body that may be a Party to this Agreement and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of City or User. The Parties shall be responsible for their own acts of negligence.

Where any injury or property damage results from the joint or concurring negligence of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law.

## 6. NOTICES

All notices and communication permitted or required to be given under this Agreement will be mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City

City of Houston  
Houston Public Works  
611 Walker St., 16<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Anthony Powell

To the County

Harris County Community Services  
Department  
8410 Lantern Point  
Houston, Texas 77054  
Attn: Christy Lambright

Copy to: Harris County Budget  
Management Department  
1001 Preston Suite 630  
Houston, Texas 77002  
Attn: Jeff Goalen

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by registered or certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

## 7. ASSIGNMENT; PARTIES BENEFITED

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit City and the County and shall not bestow any rights upon any third party.

## 8. GOVERNING LAW; VENUE

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of any rights or remedies occurring as a result of any future development or failure of performance.

## 9. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties relating to the rights granted and obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both Parties.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the authority as required by TEX. GOV'T CODE ANN. § 791.011 (d)(1), to execute this Agreement.

#### **10. COMPLIANCE WITH LAWS**

The Parties shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this Agreement.

#### **11. SEVERABILITY**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

**Signatures**

The Parties have executed this Agreement in multiple copies, each of which is an original. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be a good, binding and effective as an original signature.

**HARRIS COUNTY, TEXAS**

**CITY OF HOUSTON**

By: \_\_\_\_\_  
Name: Lina Hidalgo  
Title: County Judge

By: \_\_\_\_\_  
Name: Sylvester Turner  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Vince Ryan  
Harris County Attorney

**ATTEST/SEAL:**

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Name: Cherelle Sims  
Assistant County Attorney  
20GEN0633

**APPROVED:**

DocuSigned by:  
*Carol Haddock*  
A83C410B72B3463  
Director, Houston Public Works

ds 10/16/2020  
*[Signature]*

**APPROVED AS TO FORM**

DocuSigned by:  
*Marina Banks*  
FD1DDF49310E47F...  
Assistant City Attorney

**LDS#: 0762000005001**  
**COUNTERSIGNED BY:**

\_\_\_\_\_  
City Controller

**DATE COUNTERSIGNED:**

\_\_\_\_\_

EXHIBIT A

“Contractor’s Agreement”

(follows behind)

23.d.8.m



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

November 5, 2019 Note of the Court:

Commissioners Court  
Harris County, Texas

**RE: Job No. 190329**

Members of Commissioners Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please approve the following award on the basis of best proposal meeting requirements and the attached Order authorizing the County Judge to execute the attached Agreement:

**Description:** High-Resolution Street-Level Imagery Services with Light Detection and Ranging (LIDAR) Data Acquisition and Data Extraction Services for Harris County

**Proposals Received:** Four (4) on October 21, 2019 (see attached)

**Vendor:** CycloMedia Technology, Inc.

**Term/Renewals:** November 12, 2019 through November 11, 2020 with four (4) one-year renewal options

**Amount:** See confidential attachment

**Evaluated by:**  X  Evaluation Committee  X  Harris County Purchasing

A purchase order will be issued upon Commissioners Court approval.

Sincerely,  
  
DeWight Dopslauf  
Purchasing Agent

*JHR*

JHR/rjb  
Attachments

- cc: Budget Management Department
- Community Services Department
- County Judge's Office
- Flood Control District
- Public Health Services
- Toll Road Authority
- Office of the County Engineer
- Vendors w/o attachments

Presented to Commissioners Court

NOV 12 2019

APPROVE EG  
Recorded Vol      Page     

US - org Hrt + 1 org agmt  
Pur - copy Hrt + 2 org agmts

FOR INCLUSION ON COMMISSIONERS COURT AGENDA NOVEMBER 12, 2019

*Revd 3 org agmts*

**CONFIDENTIAL UNTIL APPROVED BY COMMISSIONERS COURT**

**Request for Proposal for High-Resolution Street-Level Imagery Services with Light Detection and Ranging (LIDAR) Data Acquisition and Data Extraction Services for Harris County**

Four (4) proposals were received as follows:

<b><u>Vendors</u></b>	<b><u>Phase 1 Price</u></b>	<b><u>Phase 2 Price</u></b>	<b><u>Total Price</u></b>
1. T&T Braveheart LLC	\$1,740,816	\$ 738,100	\$2,478,916
2. CycloMedia Technology, Inc.	\$1,423,800	\$1,210,000	\$2,633,800*
3. Lidar America Inc.	\$2,572,500	\$ 133,100	\$2,705,600
4. JBL Communications, LLC	\$3,433,080	\$1,597,200	\$5,030,280*

\*Best and Final Offers

**Evaluation Information**

The Evaluation Committee consisted of representatives from Community Services Department, Budget Management Department, County Judge's Office, Flood Control District, Public Health Services, Toll Road Authority, Office of the County Engineer, Project Partners (City of Houston, METRO, Appraisal District and Greater Houston 911 Emergency Network) and a representative from the Office of the Harris County Purchasing Agent. Upon careful evaluation of the proposals, vendor presentations and best and final offers, the Evaluation Committee selected CycloMedia Technology, Inc. on the basis of best proposal meeting the requirements and needs of Harris County.

CycloMedia Technology, Inc. received the highest overall evaluation score and is considered the best proposal due to their proposed methodology, high-resolution cameras, only vendor meeting guarantee of vertical accuracy requirement, resources, number of vehicles, and proposed timeline to collect and process data.

The remaining vendors lacked experience with extracting finished floor elevations and did not meet the guarantee for spatial accuracy, specifically the vertical z values. Additionally, vendors were eliminated due to the following reasons:

- T&T Braveheart LLC and Lidar America Inc. proposed low-resolution cameras, possessed limited experience, limited number of resources, limited number of vehicles proposed for a project of this size and proposed timeline exceeded project timeline identified within the RFP. Additionally, Lidar America Inc. proposed sampling only every 50 feet.
- JBL Communications, LLC received the second highest overall evaluation score however with the lack of guarantee for spatial accuracy and their best and final offer pricing exceeding budgetary limits; they were eliminated from further award consideration.

**Amount**

\$1,900,000 funding for phase 1 only; phase 2 services will be acquired once Project Partners funding sources are secured.

**This project was developed and issued as a Request for Proposal and, as such, it is requested that the evaluation and cost information remain confidential until Commissioners Court approves the award and Agreement is executed. At that time, all responses may become available for public review under the "Public Information Act".**

**AGREEMENT BETWEEN HARRIS COUNTY AND  
CYCLOMEDIA TECHNOLOGY, INC.**

This Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, by and through the Harris County Community Services Department ("Department"), and CycloMedia Technology, Inc. ("Contractor"), a corporation doing business under the laws of the State of Texas. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

**1) GENERAL SCOPE OF SERVICES**

- A) Contractor shall provide high-resolution street-level imagery tightly integrated with street-level LIDAR data and data extraction services (the "Services") as described in the Request for Proposals ("RFP") for Purchasing Job # 19/0329, attached hereto as Exhibit A, and incorporated herein by reference. All functions listed above shall hereinafter be referred to collectively as the "Project."
- B) "Contract Documents" will include Exhibit A: RFP, Exhibit B: Contractor's Best and Final Offer ("BAFO"), Exhibit C: Grant Clauses, and Exhibit D: Contractor's Project Scope and Methodology, all of which are attached hereto.

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"Contract Documents" and "Order of Precedence" The Contract Documents for the Project shall, unless defined otherwise in the Agreement, include the following:

- i) Change Orders and Amendments to the Agreement which shall be for all intents and purposes, upon execution, attached and incorporated into this Agreement by reference;
- ii) This Agreement, including related Attachments, Exhibits, and Reference Documents. In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement, which shall control over the Exhibits; and any inconsistency between the Exhibits will be resolved in the following order – Grant Clauses, RFP, BAFO, Contractor's Project Scope and Methodology.

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

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

County shall have the right, at its sole discretion, to determine which provision applies.

- C) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes.
- D) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) ~~The Contractor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the Contractor's Services.~~
- G) Unless otherwise stated in the Contract Documents or this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- H) Errors and Omissions  
Contractor shall not take advantage of or benefit from any apparent Error or Omission in the Contract Documents. Should it appear that the Services to be done, or any matter relative thereto, is not sufficiently detailed or explained in the Contract Documents, Contractor shall request in writing such further written explanations from the County as may be necessary and, subject to any required Change Orders, shall comply with the explanation provided. Each Party shall promptly notify the other in writing of all Errors or Omissions which it may discover in the Contract Documents and shall obtain specific instructions in writing from the County regarding any such Error before proceeding with any affected work.
- I) The apparent silence of any Contract Documents as to any level of detail, or the apparent omission of detailed descriptions concerning any issue or technical requirement, shall be regarded as meaning that commercially reasonable practice is to prevail and only material and workmanship of commercially reasonable quality may be used by the Contractor.
- J) The Parties acknowledge that they are in a mutual relationship of trust and confidence, and will use their best skills and judgment. The Parties will cooperate

with each other and work with others as necessary to fulfill the stated goals and intents of the Project.

- K) Contractor represents and acknowledges that it is fully qualified and capable of performing the Services called for in this Agreement and is willing to perform these Services. Contractor will be compensated for all Services performed in accordance with its BAFO. The BAFO will be used as the basis for reviewing and paying the Contractor's invoices.
  - L) Contractor's designated representative shall be authorized to act on the Contractor's behalf with respect to the performance of the Services required by this Agreement.
  - M) Contractor shall perform all Services under this Agreement in accordance with the CDBG-DR grant requirements attached hereto as Exhibit C and incorporated herein by reference as if set forth word for word.
  - N) Contractor understands that the County is working in collaboration with Project Partners for this Project. Contractor agrees to provide the County and all Project Partners with licenses to enable access to and use of data as further specified in the RFP.
- 

- O) The Project will be divided into the two following Phases:
  - i) Phase 1- Digital Imaging Services for Street-Level Photography and LIDAR Data Acquisition
  - ii) Phase 2- Data Extraction Services (Optional)

Contractor understands and agrees that Phase 2 is optional at this time. Contractor shall only proceed on to Phase 2 services if the County, in its sole option, chooses to proceed, as evidenced by a written amendment to this Agreement.

## 2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

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

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

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the TEXAS LABOR CODE ANN., as amended. **The County will not be responsible for overtime wages.**
- G) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

3) **TERM**

The Initial Term of this Agreement shall begin upon approval by Commissioners Court. The County shall issue a Notice to Proceed after Commissioners Court approval of this Agreement. The Initial Term will remain in full force and effect for twelve (12) consecutive months, unless earlier terminated in accordance with the terms of the Agreement. At the County's sole option, the term is renewable for four (4) consecutive one-year periods (each a "Renewal Term") upon the same terms and conditions specified in this Agreement.

#### 4) COUNTY'S RESPONSIBILITIES

- A) Project Management. County's Project Manager shall act as County's representative for all communications and activities on the day-to-day issues concerning the Project. The County Project Manager shall be the prime point of contact for the Contractor for all Project matters and shall have overall responsibility for County's day-to-day Project oversight.
- B) Except for the County's responsibilities with regards to hazardous materials and substances as detailed herein, County assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site in so far as such conditions are ascertainable from an ordinary visual inspection of the open and apparent surface conditions. **Contractor is solely responsible for providing a safe job site for the performance of the Services at its own facilities, as well as the portion of County's facilities that are in the control of Contractor or its employees or Subcontractors.** County shall not be required to make any adjustment in either the Contract Price or Contract Time in connection with any failure by Contractor or any Subcontractor to take reasonable safety precautions, including visual inspection of the open and apparent surface conditions of the Project site.
- C) The County shall provide all necessary information regarding requirements for the Project and shall set forth the County's objectives, purpose, constraints and criteria including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements in the Contract Documents.
- D) Prompt written notice shall be given by the County to the Contractor if the County becomes aware of any fault or non-conformance of the Services with the Contract Documents.
- E) The County shall furnish the required information and services and shall render approvals and decisions as required by the approved Project Schedule and otherwise as expeditiously as necessary for the orderly progress of the Services and work of the Contractor and Subcontractors.
- F) County written approval will be required for designated submittals. County will approve or reject such submittals, providing an explanation of any reasons for

rejection. Such approval or rejection will be provided within a specified number of days of submittal according to the approved Project Schedule.

Contractor shall not be held responsible for delays in schedule due to delays in reviews or approvals completely beyond the control of the Contractor. If a response from County (either approval or disapproval) is not provided to Contractor by the established date, Contractor shall not be held responsible for the delay and the appropriate number of days may be added to the Project Schedule.

## 5) **CONTRACTOR'S RESPONSIBILITIES**

- A) The Contractor shall perform the Services related to the Project and, for having rendered such performance, subject to the Limit of Appropriation, the County shall pay the Contractor in accordance with the rates set forth in the BAFO.
- B) Contractor shall provide a copy of any Software License Agreement that is applicable to Contractor provided Software.
- C) The Contractor shall review all federal, state, and local laws, statutes, codes, orders, ordinances, rules, and regulations applicable to the Contractor's Work. The Contractor shall, in its performance of the Services, comply with all applicable federal, state, and local laws, statutes, codes, orders, ordinances, rules, and regulations in effect as of the submittal date of Contractor's Pricing Sheet and ensure the Project complies with same. If the Contractor performs work that it reasonably should have known in its capacity to be contrary to laws, statutes, codes, orders, ordinances, rules, and regulations without giving prior notice to the County, the Contractor shall assume appropriate responsibility for performing the work, all as required by Contract Documents and shall bear the costs attributable to correction that could have been avoided. Compliance with any changed or new or additional statutes, laws, applicable regulations and codes required for the Project that become effective subsequent to the submittal date of Contractor's Pricing Sheet shall be the subject of a Change Order.
- D) Control of Work. Contractor shall have exclusive control of and the exclusive right to control the means and methods of its work performed under this Agreement and all persons performing same, and shall, except as provided herein, be solely responsible for the performance or non-performance of any portions of the work delegated to its officers, directors, employees, subcontractors, agents, consultants, or any other person or entity Contractor provides to perform work under this Agreement.

**CONTRACTOR UNDERSTANDS AND AGREES THAT THE WORK MUST BE COMPLETED IN COOPERATION WITH EACH DEPARTMENT TO DISTURB THE DAILY WORK AS LITTLE AS POSSIBLE.**

- E) Agreement Transition. In the event Services end by either agreement, expiration or termination, Contractor shall continue Services if requested to do so by Harris County Purchasing, until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration/termination date of the Agreement, or any extension thereof. The Contractor shall be reimbursed for Services during the transitional period at the rate in effect when the transitional period clause is invoked by the County. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

6) **PROJECT SCHEDULE**

- A) Within ten (10) Calendar Days after Commissioners Court approval of this Agreement, the Contractor shall submit to the County a Project Schedule. The Project Schedule shall include the number of days, start dates and completion dates each component making up the phases (each a "Milestone or Deliverable Date"); and, if necessary, shall further break down each component in more detail, describing the steps necessary to complete each component and the number of days, start dates and completion dates for each step. The Project Schedule shall form the basis for all subsequent schedule updates, and serve as the schedule for delivering the Project. The Project Schedule will allot time in Calendar Days, unless agreed otherwise in writing by the Parties. The Project Schedule must be approved by the County Project Manager (which approval will not be unreasonably withheld or delayed), and the Project Schedule must begin without delay. The Project Schedule cannot be changed without written approval by both Parties.
- B) Progress Reports. Reports may be emailed to the County's designated representative. All major changes or alterations to the Services description in the RFP must have written approval by the County and be in the form of a Change Order. Major changes are those that affect compliance with the Agreement requirements, or that change the critical path, or changes in costs. The County may, at its sole discretion, reject any of Contractor's proposed changes. All major changes must be approved by Commissioners Court through an amendment to the Agreement.
- C) Time is of the essence with respect to the required completion of phases, Milestone or Deliverable Dates, the Substantial Completion Date, and the required Final System Acceptance Date as stated in this Agreement and the Project Schedule. Failure by Contractor to meet these dates may result in the County exercising its legal remedies.

- D) No Overtime. The County is not responsible to Contractor or Contractor's employees, subcontractors, agents, or consultants under contract ("Contractor Personnel") for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code. Contractor understands if Contractor Personnel accrues overtime, Contractor is solely responsible for paying Contractor Personnel the overtime compensation required under all federal and state laws. **The County will not be responsible for overtime wages.**

## 7) TERMS OF PAYMENT

### A) Payment Requirements.

- i) Prior to any and all payments provided for under this Agreement, Contractor should provide its Taxpayer Identification Number to the County. Failure to provide this information may result in a delay in payment or withholding of payment as required by the Internal Revenue Service.
- ii) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the milestones or deliverables.
- iii) The County will be responsible for all payments under this Agreement. The County shall pay each undisputed invoice within thirty (30) days of receipt thereof or from receipt of the services or deliverables for which such invoice pertains to, whichever is later. Invoices are subject to the County approval or acceptance of the deliverables, whichever is later. The County may exercise any and all rights to set off payment in the event of overpayment by the County or funds owed to the County under this Agreement. Upon payment approval, the County will forward payment to Contractor by check or other mutually acceptable means to the Contractor.
- iv) Payments made by the County to Contractor are to be considered by the Contractor as full compensation for all Contractor costs, products, services, and work. No additional compensation will be available unless additional work is approved through the Change Order process detailed in Article 10. Payment for Change Orders is subject to the future allocation and certification of funds as evidenced by executed amendment(s) to this Agreement.

### B) Payment Process.

- i) On or about the last day of each calendar month during the term of this Agreement, the Contractor shall submit an invoice to the Harris County Auditor, with a copy to the County's Project Manager for all Services performed during that month. Invoices shall show the miles driven during the invoice period. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.

All invoices with the appropriate backup documentation must be submitted to:

**Harris County Auditor  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Accounts Payable**

Or

VENDORINVOICES@HCTX.NET

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- ii) After receipt of an invoice, the Auditor will forward it to the County Project Manager, who shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment.
  - iii) The County shall have the right, at any reasonable time as determined by the Harris County Auditor, to make periodic audits and inspections of the Contractor's records for all services pursuant to this Agreement. Contractor agrees to retain its records within the boundaries of Harris County, Texas or to make the records available in Harris County within three (3) business days of the County's request in either physical or electronic form, at Contractor's discretion.

## 8) PERFORMANCE OF SERVICES

- A) Project Implementation. Pursuant to this Agreement, Contractor shall be responsible for the work necessary for the Project in accordance with the RFP. Contractor shall furnish any and all work or services, to successfully complete the Services in accordance with the RFP and Project Schedule.
- B) Commencement of Services. Prior to the commencement of Services under this Agreement, Contractor shall obtain a Purchase Order and authorization in the form of a Notice to Proceed to begin. Contractor agrees not to perform any Services until receipt of a duly signed and approved Purchase Order issued by the Harris County Purchasing Agent and a written Notice to Proceed issued by the Director or his designated representative. Services performed without a Purchase Order and

written authorization shall be at Contractor's sole expense. After receiving authorization, Contractor shall proceed diligently to complete the work and Services specified in the RFP and under this Agreement in accordance with the Project Schedule.

- C) Qualified Personnel. Contractor warrants that it will provide qualified personnel who will provide the Services in a professional manner. "Professional manner" means the personnel performing the work will possess the skill and competence consistent with the prevailing business standards in the information technology industry and the State of Texas. Contractor shall perform the Services, or cause the Services to be performed, using qualified, careful, and efficient employees, contractors, subcontractors, and workers, and in conformity with the provisions of the Contract Documents, and in accordance with all federal, state, and local laws, statutes, rules, codes, ordinances, orders, and regulations. If the law imposes an obligation upon Contractor to perform the Services in a "good and workmanlike manner," the Parties agree that such term shall be synonymous with the standard of care specified in this Agreement.

At no time shall Contractor permit or allow personnel of Contractor or Subcontractors to have present at any Project Site alcohol, controlled substances, or firearms. Smoking is not permitted in any area of any Project which is enclosed or in the finish-out stage of construction.

County may, in its sole discretion, terminate the work of any person providing Services under this Agreement. Any person employed by Contractor or any Subcontractor who, in the reasonable opinion of the County Project Manager, does not perform his work in a professional or skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of the County, be removed from the jobsite by the Contractor or any Subcontractor employing such person. Any such person who is removed shall not be employed again on any portion of the work without the prior written consent of the County. Contractor and other Subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable Governmental Authorities; Contractor shall remove from the work any person who fails to comply with such rules and instructions.

Should Contractor fail to remove such person(s), the County may withhold all monies which are, or may become, due that are allocable to the portion of the work on which such person(s) is working, or may suspend that portion of the work. Upon suspension, Contractor shall supply an acceptable substitute or continue to suspend the work provided by such personnel until such person(s), engaged on special work or skilled work shall be replaced by person(s) having sufficient experience in such work to properly and satisfactorily perform it and operate any equipment involved. Such person shall perform the work in the manner prescribed in this Contract Documents at no additional cost to the County. Notwithstanding any language to

the contrary, the County reserves the right to terminate that portion of the work so affected.

- D) Project Management. Contractor's Project Manager shall act as the Contractor's representatives for all communications and activities with County. Contractor's Project Manager shall be the prime point of contact for County for all Project matters and shall have overall responsibility for day-to-day Project management. Contractor's Project Manager shall develop a Project Management Plan that provides guidance and direction for the Project development and shall, at all times accurately maintain a log detailing the Project Schedule.

## 9) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance as it deems it necessary.

- B) Contractor shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Property Damage Combined Three Hundred Thousand and No/Dollars (\$300,000.00); Products-Completed Operations Aggregate Limit One Million Dollars (\$1,000,000.00) Per Job; Aggregate One Million Dollars (\$1,000,000.00) Personal and Advertising Injury Limit; General Aggregate Two Million Dollars (\$2,000,000.00).

The County shall be named as a specific "additional insured" on the commercial general liability policy and any separate policies covering the requirements in this Article 9(B)(ii).

- ii) Umbrella Liability: One Million Dollars (\$1,000,000.00) each occurrence; One Million Dollars (\$1,000,000.00) General Aggregate.
  - iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with state law.
  - iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as a specific "additional insured" on the automobile policy.
- C) Proof of current insurance with proof of the County designated as a specific "additional insured" must be returned attached to the signed Agreement under Exhibit E Proof of Insurance, attached hereto and incorporated herein by reference.

#### **10) PROJECT CHANGES AND CHANGE ORDERS**

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- A) The work and Services to be performed under this Agreement including, but not limited to the RFP and milestones and deliverables with the quantities, qualities, and prices indicated herein shall be in accordance with all the terms, conditions and instructions of this Agreement. Any suggested changes to this Agreement proposed by any Party are hereby rejected unless accepted in writing by the other Party. The County shall not be responsible for Services delivered other than those specified in the RFP.
- B) Notwithstanding the provision above, the Parties acknowledge that the Project may be subject to change during the term of this Agreement. A "Change" is a deviation in the RFP that includes, but may not be limited to the alteration, addition, deduction from the milestones, deliverables, work or Services, or that involves a material change in the overall scope or function of the Project, and that may or may not require an increase/decrease in the contract price or an adjustment in the Project Schedule.
- C) Either Party may request Changes. All Changes shall be requested and authorized in writing by the requesting Party and approved in writing by the County's Director or his designated representative before such Changes are made. The Change Order procedure detailed below shall be the exclusive means to effect such Changes in the RFP. The County reserves the right to issue or approve all Changes. Changes shall not invalidate this Agreement, and Contractor agrees to provide the Changes in accordance with the Change Orders. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County has not certified any funds to pay for any Change Orders in excess of the Limit of Appropriation in accordance with Article 14. Notwithstanding any

other language, if the County is unable to secure additional funds for any Change Order, for any reason, the Contractor's sole remedy is not to execute the Change Order, and to continue with the RFP as specified under the Agreement.

D) Change Order Procedure.

- i) If either Party desires to make any Change requiring the issuance of a Change Order, the requesting Party shall so advise the other Party in writing by delivery of a written notice (the "Change Order Notice"), describing the Change.
  - a) Upon receipt of a Change Order Notice initiated by County, Contractor shall, within a reasonable period of time but no longer than ten (10) calendar days after receipt of the Change Order Notice, advise County of Contractor's proposal for the adjustments, if any, in the contract price and the Project Schedule (if applicable), attributable to such Change by delivering a written notice (the "Proposed Change Order") to the County. Such Proposed Change Order shall contain a description of the proposed Change and shall set forth Contractor's estimate of the increase or decrease, if any, in the contract price and the change, if any, in the Project Schedule or the Pricing Sheet attributable to such Change.
  - b) Where the Contractor initiates the Proposed Change Order, the Contractor shall provide the County with a written Proposed Change Order, which shall contain a description of the nature and reason for the Change, and the costs for the Change. The County's decision to accept or reject the Contractor's Proposed Change Order is not subject to arbitration or otherwise subject to litigation. Upon County's rejection of any Proposed Change Order, Contractor shall continue with the work or services as specified under the RFP.
- ii) Proposals for a Change involving an increase or decrease in the amount of the Contract Price shall be submitted by Contractor in an itemized breakdown form which shall include, but not be limited to the following:
  - a) Material quantities and input prices;
  - b) Labor costs;
  - c) Equipment; and
  - d) Software and fees.
- iii) If the Proposed Change Order requires funds in excess of those available, the County may submit the Proposed Change Order as tendered for consideration by the County's Commissioners Court, or may work with Contractor in modifying the information contained in the Proposed Change Order to bring the cost within the amount of funds then available. No

Proposed Change Order may be submitted for consideration by the County's Commissioners Court unless it bears the approval and recommendation of Contractor and the Director. If the Proposed Change Order calls for an increase in the Limit of Appropriation, that price shall be reached and recommended only after definite evidence of price is furnished by Contractor to the County, in the form of Contractor's or Subcontractor's quote. Full credit shall be given to the County for deductions to the costs covered in the RFP or Pricing Sheet.

iv) No action, acquiescence or inaction by County or any representative of the County shall be construed to be a waiver of requirements set forth in the Agreement in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void. When signed by both County and Contractor under the specific provisions relating to Change Orders, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of the Agreement. Contractor shall perform the work or Services as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of the Agreement and RFP requirements. ~~Any Change may be subject to a new competitive procurement as deemed to be in the best interest of the County, or as required by law.~~

v) Changes to the Project Schedule.

- a) If a Contractor requested Change materially affects the Project Schedule, Contractor shall provide a written explanation of the impacts the Change will have on deliverables and milestone acceptance dates. The Change Order must include the Contractor's plan for compliance with the Project Schedule or a request for approval of a change to the Project Schedule. The County may reject a Change Order with a change to the Project Schedule.
- b) If a County requested Change materially affects the Project Schedule, or if the County requests to delay or advance delivery dates due to circumstances unknown to the County at the time of the Project Schedule approval, or if the Contractor fails to adhere to the approved Project Schedule, the Contractor shall prepare a revised Project Schedule within ten (10) Calendar Days. The Contractor shall provide an explanation of impacts on any milestone dates and how those dates will be upheld. The revised Project Schedule shall be subject to the Parties approval and acceptance, as evidenced by a Change Order.
- c) When, in the sole judgment of the County, a Change is of such character or magnitude that the amount of time reasonably necessary

to perform the Change extends the Project completion beyond the Substantial Completion Date, the Substantial Completion Date may be extended by the County prior to the commencement of the Change. The revised Project Schedule shall be consistent with all Agreement requirements, including the revised order and time of all milestone dates. Any Change to the Substantial Completion Date must be approved separately and in writing by the County.

- vi) If no adjustment is requested in the Proposed Change Order form for additional time, any additional time is to be considered waived by Contractor unless expressly provided otherwise in the signed Change Order.
  - vii) All Change Orders including pricing and documentation must be included in the respective monthly invoice.
- E) Failure or Refusal to Perform Changes. If Contractor fails or refuses to perform work pursuant to an executed Change Order, Contractor shall be in material breach of this Agreement and the County shall have all the rights under law and equity up to and including immediate termination of the Agreement and pursuing other remedies including but not limited to withholding payments.

## 11) SUBSTANTIAL COMPLETION

The Substantial Completion Date is the calendar date when Contractor completes 100% of the Harris County Data Capture, as identified in the Project Schedule.

## 12) FINAL PROJECT ACCEPTANCE

Contractor understands and agrees that Final Project Acceptance shall not be granted by the County until after Project completion and sign-off and Contractor successfully completes all of the Services as indicated in this Agreement.

## 13) OWNERSHIP OF DOCUMENTS, COPYRIGHT, DATA SECURITY

- A) The Parties agree to the standards set forth in Attachment S of the RFP (Exhibit A) regarding licensing and ownership of the data collected in connection to the Services under this Agreement. Contractor understands and agrees that County may identify sensitive areas of a drive that must be excluded from Contractor's data set and owned solely by County and its Project Partners.
- B) Contractor shall implement, maintain, and enforce: safety and physical safety procedures; physically and logically secure environments; and data security practices, processes, and controls with respect to all data collected in connection with this Project. Security measurements shall meet or exceed commonly accepted

industry standards for the type of data, network, and the environment or facility where the data is located; and provide appropriate technical and organizational safeguards against and protection from: accidental or unlawful destruction; loss, alteration, theft, or modification of the data.

- C) Contractor shall immediately notify the County Project Manager of any breach of security, known to or suspected by Contractor that may affect the data collected in connection with this Project, and shall cooperate, in a timely manner, with the County Project Manager to address the known or suspected breach.
- D) Copyright. Contractor warrants and represents that any work performed or materials supplied by Contractor do not infringe upon any copyright, trademark, or service mark, nor are they misappropriating any proprietary information.

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY FOR ANY COPYRIGHT, TRADEMARK, OR MISAPPROPRIATION CLAIM RESULTING FROM THE SERVICES PROVIDED FOR IN THIS AGREEMENT BY CONTRACTOR.**

#### 14) **LIMIT OF APPROPRIATION**

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Nine Hundred Thousand and No/Dollars (\$1,900,000.00) ("Contract Price") unless the Agreement is modified in writing by the parties: When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Contractor's sole remedy will be to terminate this Agreement.
- B) With regard to any Optional Phase, Renewal Term or extension of the Agreement, the County has not allocated any funds for any Optional Phase, Renewal Term or extension period beyond the current fiscal year. Therefore, if County exercises any Optional Phase or renewal option, the Optional Phase or renewal is subject to the future allocation and certification of funds for the renewal period.
- C) Contractor expressly agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

- D) Subject at all times to the Limit of Appropriation and the County's right to withhold payment of any unauthorized charges, the County shall pay each such undisputed invoice in accordance with Texas state law.

**15) GRANT FUNDS**

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

Agreement. Contractor shall provide the products, services and deliverables during the applicable grant period only.

- C) Contractor understands and agrees that the Grant Funds awarded to the County are the exclusive funding of the Agreement. In order to be eligible for payments under the Grant, Contractor agrees to comply with all of the applicable terms and requirements of the Grant as supplied by the County, which are attached hereto as Exhibit C: Grant Clauses. Contractor further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant only to the extent the denial of reimbursement is caused by Contractor's negligent act or omission in regards to the grant clauses in Exhibit C. Federal Grant Regulations require that Contractor pay all suppliers and subcontractors performing services under this Agreement within thirty (30) days of receipt of payment from the County.
- D) Contractor understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Contractor knows that the funds available will not cover the cost of the Services, Contractor shall notify the County immediately.
- E) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any questionable charges, the County shall pay each undisputed invoice in accordance with Texas state law.

## 16) TERMINATION

- A) The County may terminate this Agreement at any time by notice in writing to the Contractor.
- B) When all the funds certified on the Purchase Order are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement in accordance with this Agreement. However, any and all fees paid to Contractor prior to such termination are nonrefundable.
- C) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- D) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- E) The County agrees to pay Contractor that proportion of the prescribed charges for the Milestones actually performed and Deliverables actually received under this Agreement bear to the total Milestones or Deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- F) Within thirty (30) days following written request following such termination, each Party will return or destroy all confidential information of the other party in its possession and will not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply with any applicable legal or accounting record keeping requirements.
- G) Copies of all completed or partially completed Documents developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- H) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other Party, and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

**17) INDEMNIFICATION**

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

**THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LIABILITY TO THIRD PARTIES DUE TO ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES,**

OR SUBCONTRACTORS PERFORMED UNDER THE AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT, UNLESS ARISING FROM A PRODUCT, SYSTEM, OR PROCESS SPECIFIED BY THE COUNTY; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, UNLESS ATTRIBUTABLE TO COUNTY'S FAILURE TO FULFILL ITS PAYMENT OBLIGATIONS AS TO UNDISPUTED AMOUNTS; OR ANY WASTE, FRAUD, OR ABUSE AS DEFINED BY THE APPLICABLE GOVERNMENTAL LAWS, RULES, ORDERS, OR REGULATIONS; COMMITTED BY THE CONTRACTOR OR BY ANY PERSON EMPLOYED BY THE CONTRACTOR, OR THE CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

THE CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTIES, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERMS "THIRD PARTY" AND "THIRD PARTIES" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS AND EMPLOYEES.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER (EXCLUDING DAMAGE TO THE WORK ITSELF AND THE COUNTY'S EXISTING PROPERTY AND FACILITIES) WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CONTRACTOR'S NON-PERFORMANCE OF THE AGREEMENT, PROVIDED THAT CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY THE INDEMNIFIED PARTIES SUCH AS DAMAGES FOR LOSS OF USE, LOSS OF REVENUE, AND LOSS OF PROFITS.

CONTRACTOR SHALL ALSO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER

WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE INDEMNIFIED PARTIES MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THE AGREEMENT.

THE CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT SUCH VIOLATION OR FAILURE IS ATTRIBUTABLE TO COMPLIANCE WITH THE CONTRACT DOCUMENTS FURNISHED BY THE COUNTY OR TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK UNDER THE AGREEMENT, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE CAUSED BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS. WHEN SO DESIRED BY THE INDEMNIFIED PARTIES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

PROVIDED THAT CONTRACTOR HAS BEEN PAID ALL UNDISPUTED AMOUNTS DUE FOR THE MATTER THAT IS THE SUBJECT OF THE LIEN, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL LIENS AND OTHER ENCUMBRANCES AGAINST THE PORTIONS OF THE WORK AND ANY CLAIMS OR ACTIONS ON ACCOUNT OF DEBTS OR CLAIMS WITH RESPECT TO THE WORK ALLEGED TO BE PERFORMED BY THE CONTRACTOR OR ITS TRADE CONTRACTORS OR SUBCONTRACTORS OR SUPPLIERS TO ANY PERSON, AND WILL DEFEND ANY CLAIM OR LITIGATION IN CONNECTION

THEREWITH TO THE FULL EXTENT OF SUCH PAYMENT. CONTRACTOR MAY, IN LIEU OF INDEMNIFICATION AGAINST A LIEN, AGREE TO BOND OR DISCHARGE A LIEN, AND DULY BOND OR DISCHARGE THE LIEN.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL THIRD PARTY CLAIMS FOR DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS AND EMPLOYEES.

CONTRACTOR'S OBLIGATIONS UNDER THIS ARTICLE TO AN INDEMNIFIED PARTY ARE CONDITIONED UPON ITS RECEIPT OF PROMPT WRITTEN NOTICE FROM SUCH INDEMNIFIED PARTY OF ANY CLAIM, SUIT OR LIABILITY COVERED BY THIS ARTICLE AND THE CONTINUING COOPERATION OF SUCH INDEMNIFIED PARTY IN THE HANDLING AND DEFENSE OF SUCH CLAIM, SUIT OR LIABILITY. IN THE EVENT OF AN INTELLECTUAL PROPERTY INFRINGEMENT CLAIM, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY PROVIDED THAT: (1) CONTRACTOR IS NOTIFIED PROMPTLY BY THE COUNTY IN WRITING OF ANY SUCH ACTION OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION; (2) CONTRACTOR HAS SOLE CONTROL OF THE DEFENSE OF ANY ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND (3) COUNTY COOPERATES FULLY WITH CONTRACTOR DURING THE COURSE OF ANY SUCH ACTION.

NOTWITHSTANDING ANY OF THE PREVIOUS LANGUAGE, THE COUNTY RESERVES THE RIGHT TO BE INDEPENDENTLY REPRESENTED BY THE ATTORNEY OF ITS CHOICE AT THE COUNTY'S EXPENSE.

**18) LIMITATION OF LIABILITY**

Except for personal injury or death, Contractor's liability for damages to the County for any cause whatsoever related to this Agreement, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to two times the Contract Price. This limitation of liability shall not apply to claims for patent and copyright infringement.

**19) COMPLIANCE AND STANDARDS**

- A) Contractor represents and warrants that it is capable and willing to provide the work called for in the Agreement, and agrees to render the work in accordance with the generally accepted standards applicable to the work. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the work and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the work and provide the deliverables described in this Agreement.
- B) Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- C) 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. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- D) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, RFP, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement has been approved by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly--
- a) Either one controls or can control the other; or
  - b) A third party controls or can control both.

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

- E) Prior to execution of the Agreement, Contractor shall complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." Contractor warrants and represents that all the information on the form is complete and accurate.

## 20) CONFIDENTIALITY

- A) Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement and may only be shared with employees, agents, or contractors with a need to know such information. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure during the period the information remains confidential or a trade secret. These obligations do not cover information that is required to be disclosed by law or a governmental agency.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of work under this Agreement. Contractor shall not release any confidential information unless the County in writing or a court order, authorizes the Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents (as defined in Article 13) obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or other confidential information, procedures, or policies of any former employer, Contractor, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of work under this Agreement except to the extent authorized by such third parties.

## 21) NO FEDERAL EXCLUSION

- A) The Contractor warrants that neither Contractor nor any of its owners, officers, directors, employees, or principals (collectively "Principals"), is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
  - i) Is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state health care programs or in federal and/or

state procurement or nonprocurement programs. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or

- ii) Has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) The Contractor agrees to report immediately to the Director if either the Contractor or any of its Principals become an "Ineligible Person" during the term of this Agreement.
- C) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC/Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

## 22) TAXES AND CHARGES

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

## 23) AUDIT RIGHTS; RECORD RETENTION

- A) Audit Rights. Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits of this Project, including outside firms hired

by the County for audit purposes. Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that pertain to this Project and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of the Project or the funds applicable to the Project.

- B) Record Retention. Contractor agrees to retain for six (6) years after the completion of the Project, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Project. Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Project.
- C) Contractor additionally agrees to preserve for a period of at least six (6) years after the termination or expiration of the Agreement, accurate and complete records relating to the performance of the Services, completion of each Milestone set forth therein, and the total amount billed for each Milestone or Deliverable. Any subcontract or other agreement entered into on the basis of cost plus a fee shall contain the same obligations to retain records and cooperate with audits.
- 
- D) Records, Drawings and Specifications; Document Preservation. Contractor shall maintain in a safe place, one record copy of all Change Orders, RFP, Project Schedule, written amendments, work change directives, field orders and written interpretations and clarifications in good order and annotated to show all changes made during the performance of the Services. These documents will be available to the County for reference.
- E) The County and the County's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project including but not limited to information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form (the "Records"), related to the Agreement or the Contractor's performance of the Agreement during normal business hours and in Harris County as kept on site with Contractor's Project Manager or within three (3) days of the County's written request for those Records, which may be provided in electronic format at Contractor's discretion, for the purpose of auditing costs charged by Contractor to County. County's audit rights shall extend throughout the Project and until two (2) years after the date of final payment. During this time period, County shall have the right to recover any overpayments, incorrect charges, or any amount inadvertently paid by the County because of accounting errors or charges not in conformity with or not authorized in the correct amount by this Agreement. The Contractor agrees that such amounts are due to the County upon demand.

**24) SUCCESSORS AND ASSIGNS**

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

**25) NO THIRD-PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

- 
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

**26) APPLICABLE LAW AND VENUE**

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

**27) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY; LIMIT ON LIABILITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

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

**28) CONTRACT CONSTRUCTION**

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

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

**29) WAIVER OF BREACH**

- A) Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
- B) In order for a waiver of a right or power to be permanently effective, it must be in writing and signed by the waiving Party. An effective waiver of a right or power shall not be construed as either.

**30) PUBLIC CONTACT**

- A) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.
- B) Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

**31) REMEDIES**

The County acknowledges that damages alone may not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, the Contractor may be

entitled to the granting of equitable relief (including injunctive relief) concerning a breach of any of the provisions of this Agreement.

**32) SURVIVAL OF TERMS**

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

**33) ENTIRE AGREEMENT; MODIFICATIONS**

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

**34) TEXAS PUBLIC INFORMATION ACT**

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

the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

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

### 35) NOTICE

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

To Contractor (including legal notice):

CycloMedia Technology, Inc.  
1 Belvedere Drive, Suite 200  
Mill Valley, CA 94941  
Attn: Paul Madrid

To County: Harris County Community Services Department  
9418 Jensen Dr.  
Houston, Texas 77093  
Attn: Christy Lambright

With a copy to: Harris County Purchasing Agent  
1001 Preston, Suite 670  
Houston, Texas 77002-1890  
Attn: Juanita Ruffin

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

### 36) SEVERABILITY

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

**37) EXECUTION**

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

[EXECUTION PAGE FOLLOWS]

**CYCLOMEDIA TECHNOLOGY, INC.**

By: Joe Astroth  
Name: Joe Astroth  
Title: CEO  
Date: 11/11/19

**HARRIS COUNTY**

By: Lina Hidalgo  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: Cherelle Sims  
Cherelle Sims  
Assistant County Attorney  
C.A. File 19GEN2639

EXHIBIT A

Request for Proposals ("RFP") for Purchasing Job # 19/0329

(follows behind)



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

October 14, 2019

**TO:** All Vendors  
**RE:** Job No. 19/0329  
**DUE DATE:** October 21, 2019, no later than 2:00 pm, Local Time in Houston, Texas.

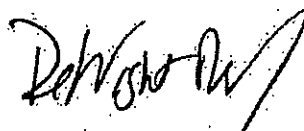
All vendors are required to sign and attach a copy of this addendum with each response for High-Resolution Street-Level Imagery Services with Light Detection and Ranging (LIDAR) Data Acquisition and Data Extraction Services for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

**ADDENDUM NO. 1**

1. Has there been a map created detailing the drivable roadways that pertain to this collection and could this be supplied to the interested consultants looking at this project? **Not at this time. Please refer to the answer to question number 2.**
2. Is the stated mileage derived from and representative of centerline miles or estimated collectable lane miles? **The stated mileages are, for the most part, a summation of centerline miles. For highways and thoroughfares with more than three (3) traffic lanes in a single direction of travel, an additional drive lane was added for each direction of travel. Some private roads are also in-scope and are included; driveways and parking lots on certain tax-exempt properties (e.g., government parks and buildings, schools) are currently being added.**
3. Will this contract be a single sole sourced award or will multiple vendors be selected? **Please refer to page 14, V. Evaluation & Award Procedures, C. Basis of Award of the Request for Proposal (RFP).**
4. Will there be a short list of potential vendors created and interviews given? **Please refer to pages 5 and 6, II. Timetable F. Schedule Summary section of the RFP.**
5. Harris County is requiring a digital copy with the original proposal package in Word/Excel format on a CD or flash drive, as described on page 7. Is PDF format on CD/flash drive acceptable to meet that requirement? **Yes.**
6. What is the minimum number of bids required for this RFP? **Pursuant to Federal guidelines, a single response may be considered for an award for a rebid project.**
7. What happens if there is only one (1) RFP response? **The project will be awarded pursuant to Federal guidelines.**
8. Page 24: Example Use Cases: Is that the potential use of the collected data or are these the minimum required deliverables? **Except for Finished Floor Elevations, the example use cases represent potential future uses of the data and are not part of the deliverables.**

9. Page 24-25: Determination of the Finished Floor elevations: What are the sigma values in this case? Sigma represents the measure of confidence that the reported elevation is within one (1) standard deviation of the mean.
10. Page 25: Extracted features shall be mapped and integrated into 2D and 3D models: Need more info on the integration. Please provide more details on this requirement. This example is a potential future use of the data and is not a deliverable of this project.
11. Page 26: Access to Street level imagery -- "Imagery service shall integrate with Carto and Leaflet": How do we get access to mapping system? Access may be granted to the dev/test environment to the successful vendor.
12. Page 29: Phase-1 Part Project Deliverable: "Collected Image and LIDAR on Storage media"
  - a. What are the sigma values for each acquisition point? Please refer to the answer to question number 9.
  - b. Is this the metadata information during collection? Yes, metadata shall include sigma values; additionally x, y, z values along with notations including if building views are blocked (Obstructed); building type/status indicating a single finished floor elevation point for multi-family or multi-tenant buildings (Multi), buildings that are identified as demolished (Razed), buildings that were not identified but were found (New).
  - c. Naming convention- Is there a preferred or standardized naming convention? Potential vendors are invited to submit their recommended naming convention as part of their proposals.
13. Example Use Cases: Is that the potential use of the collected data or are these the minimum required deliverables -- Page 24? Please refer to the answer to question number 8.
14. Determination of the Finished Floor elevations : Page 24-25
  - a. What are the sigma values? Please refer to the answer to question number 9.
  - b. Extracted features shall be mapped and integrated into 2 and 3 D model: Need more info on the integration. Please refer to the answer to question number 10.
  - c. Access to Street level imagery (Page 26), Imagery service shall integrate with Carto and Leaflet, how do we get access to mapping system? Please refer to the answer to question number 11.
  - d. Collected Image and LIDAR on Storage media- Page 29, the sigma values for each acquisition point -- Is this the metadata information during collection, naming convention- Need more information on this. Please refer to the answer to question number 12.

Sincerely,



DeWight Dopsiaf  
Purchasing Agent

\_\_\_\_\_  
Vendor's Signature

For

\_\_\_\_\_  
Company Name  
JHR/rjb



# HARRIS COUNTY

## REQUEST FOR PROPOSALS

### COVER SHEET

Job No. 19/0329

**REQUEST FOR PROPOSALS: High-Resolution Street-Level Imagery Services with Light Detection and Ranging (LIDAR) Data Acquisition and Data Extraction Services for Harris County (beginning on or about December 1, 2019 and ending two (2) years thereafter)**

**PROPOSALS DUE DATE:** Monday, October 21, 2019 Due no later than 2:00 P.M. CST.  
NO EXCEPTIONS.

**QUESTIONS DUE DATE:** Friday, October 11, 2019 by 12:00 P.M. CST.

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

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

**RETURN PROPOSALS TO:** Proposals must be hand-delivered or mailed to:  
**HARRIS COUNTY PURCHASING AGENT**  
**1001 PRESTON, SUITE 670**  
**HOUSTON, TEXAS 77002**  
Buyer: Juanita Ruffin (713) 274-4409 [juanita.ruffin@pur.hctx.net](mailto:juanita.ruffin@pur.hctx.net)

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

\*This page must be completed and included with your submission\*

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- IX. ATTACHMENTS

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  - Attachment B – Pricing Form
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- Attachment F – References
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  - Attachment K – Certification of Compliance with Federal Standards & Requirements
  - Attachment L – Minimum Insurance Requirements
  - Attachment M – Workers' Compensation Insurance Coverage Rule 110.110
  - Attachment N – Required Contract Provisions
  - Attachment O – Section 3 Clause
  - Attachment P – Section 3 Utilization Plan & Statement of Compliance
  - Attachment Q – Section 3 Business Concern Self-Certification Form
  - Attachment R – Davis Bacon Current Wage Decision **[DOES NOT APPLY]**
  - Attachment S – Standards
  - Attachment T – General Conditions **[DOES NOT APPLY]**
  - Attachment U – General Notices, Notes & Information **[DOES NOT APPLY]**
  - Attachment V – GLO Compliance Package
  - Attachment W – Exceptions/Alternatives

## I. INTRODUCTION

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

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

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

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

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### ~~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 terms "Contractor" and "Vendor" shall mean and refer to the Offeror selected pursuant to this RFP process that enters into a contract with Harris County.

Harris County in collaboration with Project Partners is requesting proposals from qualified professional firms to provide high-resolution street-level imagery tightly integrated with street-level Light Detection and Ranging (LIDAR) data in a multi-phased approach.

Phase 1, Parts A & B: Part A shall consist of capturing high-resolution street-level imagery with LIDAR data driven within the Harris County boundary. Part B (optional) may be driven on regionally important toll roads within Harris County or in adjacent counties.

Phase 2, Parts A & B: Following concatenation of the photographic and LIDAR data, applicable structural feature(s) on each residence or building shall be evaluated to best select and extract the elevation at which rising water could potentially enter the structure (e.g. threshold of front door). Part A structures are located within the Harris County boundary. Part B (optional) structures are outside of the Harris County boundary but within the City of Houston.

The project area is limited to the approximately 1,700 square miles of land within Harris County boundaries (bodies of water are not in-scope).

Vendors may submit offers to provide a single phase, part, all, or any combination of phases.

Vendor shall clearly identify which phase or parts being submitted on the proposal cover sheet and on the outside of the box submitted. Vendors submitting for a single phase with less than one (1) part shall specifically detail the technical advantage, the risk analysis, pricing and schedule advantages that may be offered by their specific proposal selections(s) compared to proposing both Parts A & B of said phase.

## B. PROJECT SCHEDULE

RFP Release Date	October 4, 2019
Submission of Questions Deadline	October 11, 2019
<b>Proposals Submission Deadline</b>	<b>October 21, 2019 BY 2:00 PM</b>
Notice of Intent to Award Issued (anticipated)	November 12, 2019
Contract Effective Date (anticipated)	November 12, 2019

## C. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this RFP is for an initial term beginning on or about November 12, 2019 and ending twenty-eight (28) months thereafter or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department(s). Initial data acquisition and extraction services shall be provided beginning on or about November 12, 2019 and proceeding through February 1, 2020. The remaining twenty-four (24) months will commence after all data has been acquired, processed, and posted to the vendor's cloud instance for consumption by employees and authorized individuals conducting work on behalf of the County or one of its Project Partners.

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew

## II. TIMETABLE

### A. PRE-PROPOSAL CONFERENCE -- (NOT APPLICABLE)

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

The Pre-Proposal Conference will be **NOT** be held.

Due to space constraints, Harris County requests that Offerors limit their firms' attendance at the Pre-Proposal Conference to two company representatives.

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

### B. QUESTIONS

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

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

During the period between issuance of this RFP and the Proposals due date, no oral interpretation of the RFP's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via email to [Juanita.ruffin@pur.hctx.net](mailto:Juanita.ruffin@pur.hctx.net). **The deadline for submission of questions relating to this RFP is October 11, 2019, no later than 12:00 PM CST.**

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

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

**C. ADDENDA**

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

**D. EXTENSIONS**

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

**E. PROPOSAL DEADLINE**

Proposals must be mailed or hand-delivered, on or before **2:00 PM on Monday, October 21, 2019** to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person:

**Juanita Ruffin**

**(713) 274-4409**

**Harris County Purchasing Agent**

**1001 Preston, Suite 670**

**Houston, Texas 77002**

**[Juanita.ruffin@pur.hctx.net](mailto:Juanita.ruffin@pur.hctx.net)**

**F. SCHEDULE SUMMARY**

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

RFP Release Date	October 4, 2019
Submission of Questions Deadline	October 11, 2019
<b>Proposals Submission Deadline</b>	<b>October 21, 2019 BY 2:00 PM</b>
Evaluations & Presentations* (if applicable)	<b>October 28, 2019</b>

\*Harris County may elect not to ask for Presentations from Offerors\*

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

### III. PROPOSAL INSTRUCTIONS

#### A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Proposal in response to this RFP, Offeror accepts the solicitation process as it has been outlined in this RFP.
2. All proposals are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the proposal.
3. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFP). Offerors submit Proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all Proposals. All Proposals and accompanying documentation will become the property of Harris County. By submitting a Proposal, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.
4. Offerors must sign Attachment A, *Proposal & Addenda Acknowledgement*, and include with their proposal submission. Offerors are responsible for consulting the requirements and standards referenced in this RFP. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.
5. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *Proposal & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFP. In signing and submitting the *Proposal & Addenda Acknowledgement* with its proposal, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The County may deem a proposal non-responsive for failure of Offeror to acknowledge any and all Addenda.
6. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.
7. By submitting a Proposal, Offerors accept and acknowledge that determination of the best evaluated firm may require subjective judgments by the County.
8. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

#### B. PROPOSAL SUBMISSION

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

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

Buyer: Juanita Ruffin (713) 274-4409 [juanita.ruffin@pur.hctx.net](mailto:juanita.ruffin@pur.hctx.net)

2. Proposals must be sealed and must show the RFP Number, Description and be marked "SEALED PROPOSAL".
  3. Proposal packages must include:
    - ONE (1) original Proposal package, clearly marked "ORIGINAL". One (1) CD-ROM or flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the CD-ROM or flash drive.
    - Eighteen (18) copies of the Proposal package, clearly marked "COPY"
      - Each copy must be marked "SEALED PROPOSAL" and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:
        - Identification of Offeror;
        - The job or solicitation number as located on the RFP cover sheet; and
        - The RFP title.
    - All documents must be labeled with Offeror's name and the RFP number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
    - Proposal must indicate for which contract opportunities Offeror is submitting.
- 
- Proposal must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
  - Each section of Offeror's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
  - Offerors should prepare and submit a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

### C. LATE PROPOSALS; PROPOSAL RETURNS

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

### D. SCANNED OR RE-TYPED RESPONSE

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

### E. REQUIRED PROPOSAL DOCUMENTS & INFORMATION

Offeror's Proposal package must include the components checked below, in the order in which they are listed. If the item is "X" checked, the item **must** be included in Offeror's Proposal in order for the Proposal to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFP or its attachments are missing, notify the Purchasing Department

immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Proposals before submitting an offer.

<input checked="" type="checkbox"/>	1.	<b>Cover Page</b> – Offeror must complete and submit the <i>Cover Page</i> for this RFP, providing their Company Name and Total Proposal Amount.
<input checked="" type="checkbox"/>	2.	<b>Proposal &amp; Addenda Acknowledgement</b> – Offeror must sign and submit the <i>Proposal &amp; Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	3.	<b>Pricing</b> – Offeror must provide pricing in the manner requested by Harris County in the RFP.
<input checked="" type="checkbox"/>	4.	<b>Experience &amp; Qualifications</b> – Offeror must provide their qualifications and experience as requested by the RFP.
<input checked="" type="checkbox"/>	5.	<b>Capacity &amp; Resources</b> – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFP.
<input checked="" type="checkbox"/>	6.	<b>Organization &amp; Project Methodology</b> – Offeror must provide information about their organization and project methodology as requested by the RFP.
<input checked="" type="checkbox"/>	7.	<b>Certification Regarding Lobbying</b> – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment C.
<input checked="" type="checkbox"/>	8.	<b>Certificate of Interested Parties (Form 1295)</b> – Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the proposal deadline using the following website: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> . Offerors must file Form 1295 <b>electronically</b> with the Texas Ethics Commission using the online filing application, and then <b>print a copy</b> of the form filed with the Commission and <b>submit the signed copy with their Proposal</b> .
<input checked="" type="checkbox"/>	9.	<b>Statement of Offeror Qualifications</b> – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment D.
<input checked="" type="checkbox"/>	10.	<b>Offeror and Subcontractor Licensing / Certifications</b> – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFP.
<input type="checkbox"/>	11.	<b>Form SF-330 – Architect-Engineer Qualifications</b> (if applicable) – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, which can be downloaded at <a href="https://www.gsa.gov/forms-library/architect-engineer-qualifications">https://www.gsa.gov/forms-library/architect-engineer-qualifications</a> .  If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	12.	<b>Subcontractor Listing Form</b> – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment E.

<input checked="" type="checkbox"/>	13.	<b>References</b> – Offeror must complete and submit the <i>References</i> form, included as Attachment F.
<input checked="" type="checkbox"/>	14.	<b>Certification of Compliance with Federal Standards &amp; Requirements</b> – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards &amp; Requirements</i> form, included as Attachment K.
<input checked="" type="checkbox"/>	15.	<b>Section 3 Utilization Plan &amp; Statement of Compliance</b> – Offeror must complete and submit the <i>Section 3 Utilization Plan &amp; Statement of Compliance</i> (Attachment P), for any for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	16.	<b>Section 3 Business Concern Self-Certification Form</b> – Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
<input checked="" type="checkbox"/>	17.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	18.	<b>Conflict of Interest Questionnaire</b> – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror’s or its employees’ affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> ) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	19.	<b>Statement of Conflicts</b> – A statement of conflicts the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	20.	<b>System for Award Management results</b> – Offeror must include verification that your company as well as the company’s principal is not debarred through the System for Award Management ( <a href="http://www.SAM.gov">www.SAM.gov</a> ). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	21.	<b>Sample Insurance Certificate</b> – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment L (does not supersede the “Hold Harmless” provision).
<input checked="" type="checkbox"/>	22.	<p><b>GLO Compliance Package</b> – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Offeror must also complete and submit the following documents with their Proposal:</p> <ul style="list-style-type: none"> <li>• <i>GLO Compliance Package</i> (Attachment V) <ul style="list-style-type: none"> <li>○ GLO Contractor Proposal Certification</li> <li>○ GLO Certification of Offeror Regarding Civil Rights Laws and Regulations</li> <li>○ GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3</li> </ul> </li> </ul>

## IV. FORMAT AND CONTENT OF THE PROPOSAL

### A. PROPOSAL REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

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

Contractor providing the services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of **four (4)** years' experience providing similar types of service;
3. Have demonstrated ability to work successfully with government including:
  - a. No previous record of default on a government contract;
  - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
  - ~~c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and~~
  - d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

### B. CONTENT OF THE PROPOSAL

The Proposal shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Proposal must include firm experience and qualifications, capacity and resources, organization and project methodology, as well as any other information that the Offeror feels appropriate to include in its Proposal.

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

#### 1. FIRM EXPERIENCE & QUALIFICATIONS

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

Contractor shall dedicate a Project Lead to act as the contractor's representative for all communications and activities with the County. The Project Lead shall be the primary point of contact for Harris County for project matters. The Project Lead shall develop and maintain a Project Management Plan.

Project Lead shall possess the following minimum qualifications:

- Certified Project Manager (Project Management Professional (PMP) or equivalent) with five (5) years or non-certified Project Manager with seven (7) years of project management experience with organizational management and development;
- Five (5) years of experience managing large, multi-disciplinary projects primarily within the public sector;
- Demonstrated experience creating detailed dependency-driven schedules of tasks required to implement recommended changes; and
- Demonstrated experience facilitating and supporting formal review sessions with executive stakeholders.
- A surveyor's or engineer's report, signed and sealed by the responsible professional, is **NOT** required for this project.

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

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

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

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

## **2. FIRM CAPACITY & RESOURCES**

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts. Specific capacity or resources required under this RFP include:

Offeror warrants it shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competencies consistent with the prevailing business standards within the State of Texas.

Indicate if Offeror can meet the requirements, or if the requirements can be met only under certain conditions or circumstances. If Offeror is not able to meet the requirements, briefly explain why, noting any concerns or issues Harris County should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support Harris County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

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

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

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

### **3. FIRM ORGANIZATION & PROJECT METHODOLOGY**

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

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

#### 4. PRICING

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 B. No price or rate changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the successful Offeror and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

### V. EVALUATION & AWARD PROCEDURES

#### A. NONCONFORMING PROPOSALS

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

#### B. EVALUATION PROCESS

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

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

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

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

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

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

**C. BASIS OF AWARD**

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

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

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

**D. EVALUATION CRITERIA**

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

**Phase 1, Parts A and B, - Data Acquisition**

**1. Firm Experience & Qualifications .....[35]%**

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

- a. Understanding of scope of the Project.
- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas (if applicable).
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of services 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.
- f. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

**2. Firm Capacity & Resources .....[30]%**

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 .....[15]%

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).

4. Pricing .....[20]%

**Phase 2, Parts A and B, - Data Extraction**

1. Firm Experience & Qualifications .....[40]%

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

- a. Understanding of scope of the Project.
- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas (if applicable).
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of services 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.
- f. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

2. Firm Capacity & Resources .....[40]%

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. Pricing .....[20]%

**E. DISCUSSIONS & NEGOTIATIONS**

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

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

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

**F. CONTRACT OBLIGATION**

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

**VI. GENERAL PROVISIONS**

**A. AUTHORIZATION TO DO BUSINESS IN TEXAS**

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

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

For businesses to legally operate in Harris County, Offeror must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but

not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

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

## **B. PERFORMANCE & PAYMENT BONDS**

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

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

If the successful Offeror submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the Contract have been completed, and/or require Offeror to submit a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal

to the amount of money to be paid by the County under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

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

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

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

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

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

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

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Harris County Purchasing Rules and Procedures Manual (2013)
8. 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.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

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

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

Chief Assistant County Auditor – Audit Division

713-274-5673

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

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

#### **D. CONTRACTOR PROFILE**

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

#### **E. DISQUALIFICATION OF OFFEROR**

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

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

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

#### **G. GOVERNING LAW**

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

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

#### **H. FUNDING**

Harris County anticipates that all or partial funding for the project subject to this RFP will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's

(FEMA) Public Assistance program, or H.O.M.E. As such, in submitting a Proposal, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFP shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment N, *Required Contract Provisions*).

Offeror must also complete and return Attachment K, *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.

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. SECTION 3 ACT OF 1968 COMPLIANCE

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

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

Offerors must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* (Attachment P), with their Proposal. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Offeror's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Offerors should indicate all firms proposed as subcontractors on this project, and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

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

Upon award, Offerors will also be required to provide all pertinent information related to Section 3 residents and Section 3 Business Concerns including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of documents as proof of income, and other pertinent documents. Harris County shall monitor and evaluate

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

#### **J. HUB / MWBE UTILIZATION COMMITMENT**

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

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

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

#### **K. HISTORICALLY UNDERUTILIZED BUSINESSES**

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

#### **L. NO UNAUTHORIZED CONTACTS**

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

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

#### **M. PUBLIC INFORMATION**

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

advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

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

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

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

#### **N. RESPONSIBILITY REVIEW**

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

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

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

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

#### **O. SUPPLEMENTAL MATERIALS**

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

#### **P. REGULATORY REQUIREMENTS & PERMITS**

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

### **VII. SCOPE OF SERVICES & REQUIREMENTS**

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

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

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

#### **A. BACKGROUND & OBJECTIVES**

Harris County in collaboration with the Project Partners listed below, is requesting proposals from qualified professional firms to provide high-resolution street-level imagery tightly integrated with street-level LIDAR data and data extraction services as described in the Scope of Services section. The project area is limited to approximately 1,700 square miles of land within Harris County boundaries (bodies of water are not in-scope). Elevations in the County range from sea level in the eastern reaches of the County to just over 300 feet in the western areas.

The project envisions the capture of image/LIDAR data by instrumented vehicles driving a pre-determined list of publicly accessible roads, streets, highways, managed lanes, park-and-ride lots, and parks as well as some private or restricted roadways and other areas of interest (please refer to Table A of Attachment B, Pricing Form). Image capture shall be 360 degrees to sky surrounding every acquisition point

(maximum twenty (20) linear feet between acquisition points). The data acquisition vehicles will be equipped to accurately and precisely record vehicle position in three dimensions. LIDAR data will be acquired simultaneously and integrated with the high-resolution photography in a manner that allows precise x, y, z, and sigma measurements to be extracted and recorded by selecting a relevant measurement point (pixel) on a photograph of structures within the study area (please refer to Table B of Attachment B, Pricing Form(s)).

The County's Project Partners include:

- All Harris County Commissioners Precincts, County Judge's Office, Constable Precincts, and all County Departments, including but not limited to Community Services Department, Fire Marshal's Office, Public Health Services, Budget Management Department, Office of the County Engineer, Harris County Toll Road Authority (HCTRA);
- Harris County Flood Control District (HCFCD);
- Harris County Appraisal District (HCAD);
- Metropolitan Transit Authority (METRO);
- City of Houston (COH); and
- Greater Harris County 911

## B. SCOPE OF SERVICES

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for (Phase 1, Parts A and B) Digital Imaging Services for Street-Level Photography and LIDAR Data Acquisition and/or (Phase 2, Parts A & B) Data Extraction Services.

**If vendor takes exception, or can provide a superior alternative, to any of the requirements within this RFP, clearly state exception and provide a detailed alternative method of meet requirements within Attachment W, Exceptions/Alternatives.** Vendor may offer items and/or services of equal stature and the burden of proof of such stature rests with vendor. Harris County shall act as sole judge in determining equality and acceptability of products offered. After opening of proposals, but prior to award recommendation, Harris County may require documentation demonstrating equal or superior quality of products/services offered as compared to products/services required.

The services to be performed by the Offeror may include, but are not limited to, the following:

### 1. Example Use Cases

The County will apply the captured data in several use cases. The following represent contractor deliverables resulting from this RFP. It is not intended to be a comprehensive list, instead, its intent is to provide additional insight into the nature of the desired services to include but not be limited to below-mentioned deliverables:

#### **Determination of Finished Floor Elevations: "Slab Height"**

The County and its Project Partners require data extraction from the street level imagery and accompanying LIDAR to accurately identify and measure possible incursion elevations for in-scope residential and commercial structures (please refer to Table B of Attachment B, Pricing Form). Commonly, this shall be the location/elevation of the threshold of the front door ("first floor or ground floor" only). Other measurement points may be allowed, depending on visibility of the structure and structure type. The deliverable of this effort shall be x, y, z, and sigma values of finished floor elevations for selected structures countywide; the County will provide coordinates for each in-scope structure

prior to data extraction kick off. In turn, the extracted x, y, and z coordinates shall be mapped, then integrated into two (2) and three (3) dimensional models to further assess and analyze real-time and historical weather-related events. Applications and visualizations are in development to leverage data in near real-time for life/safety decision making during an event, as well as assessment, debris removal, and recovery efforts post-event. Many areas of Harris County are low-relief, elevations across neighborhoods may vary by only a few feet and elevations between structures may vary by inches or less. As such, the County and its Project Partners are focused on maximizing the precision, resolution, and accuracy of collected x, y, z data and associated sigma values.

#### **Computer Assisted Mass Appraisal (CAMA) Imagery**

Project Partner, HCAD, will use this street-level imagery as part of an integrated geographic information system (GIS) solution within HCAD's CAMA system. HCAD seeks a solution that will provide street-level images of each building front within Harris County. These images shall be used in appraisal evidence for HCAD's taxing entities as well as for citizens/agents use. Image access shall be via data files that shall be stored in-house and through vendor hosted web-based access. Additionally, HCAD requires the capability to measure building dimensions and determine condition assessment via the imagery.

#### **Street-Level Imagery**

360-degree, parallax-free, street level imagery is required by the County and several Project Partners to provide documentation for a variety of decision-making use cases including, streets and associated infrastructure such as vegetation, traffic signals, road lane counts, signage, drainage, access to schools, sidewalks, curb and gutter, as well as road condition. In addition, x, y, z, and sigma measurements may be extracted. The imagery shall update County/Project Partner systems with newer photographic coverage.

#### **Americans with Disabilities Act (ADA) compliance**

Project Partner, METRO will use the data to assess ADA compliance at bus stops, amenity condition, and surrounding areas. Coordinate data (x, y, and z coordinates with sigma) shall be extracted from the data to determine clearance distances, calculate slope, and other accessibility parameters. In addition, METRO will use the data to conduct assessments of signage location and readability.

### **2. Phase 1, Part A, Project Information**

The selected contractor(s) shall drive between 10,000 and 25,000 linear miles of roadway within the boundaries of Harris County to acquire georeferenced, high-resolution imagery and LIDAR. The City of Houston, may be excluded from most of this effort except for certain specified areas (i.e. County-owned parks and facilities; specific gated communities important to HCAD, etc.) due to a relatively recent effort in that municipality. Please note that, depending on measurement technology, some major roads, highways, and toll roads may need to be driven more than once in a given direction of travel to capture all lanes and relevant data from adjacent signs and structures.

### **3. Phase 1, Part B, Project Information (optional)**

#### **Data Acquisition Professional Services**

Please refer to Phase 1, Part A, Data Acquisition Professional Services requirements. This optional Part, if driven, will be on toll roads within Harris County and in adjacent counties.

### **General Areas of Interest**

The County wishes to acquire data in the following general areas:

- ▶ Single-Family Residential
- ▶ Highways (including Toll Roads and HOV lanes)
- ▶ Gated Communities/Private Streets
- ▶ Multi-family Residential
- ▶ Commercial Properties
- ▶ Government/School Properties
- ▶ Mobile Home Parks

Note: The above list is not intended to be a comprehensive list.

The County does not consider RESTRICTED ACCESS PROPERTIES in-scope. Such properties include:

- ▶ Industrial Properties
- ▶ Non-drivable Bike Paths
- ▶ Commercial Gated Properties

### **Special Requirements**

#### **Street Level Imagery Specifications**

- 360 Degree by 180 Degree, panoramic, parallax-free imagery (street to sky)
- Individual images shall be captured in megapixel resolution; vendor shall indicate maximum megapixel resolution available within this section of vendor response.
- Imagery shall meet International Association of Assessing Officers (IAAO) desktop review requirements
- Imagery shall provide global positioning system (GPS) location and azimuth of photo direction
- Embedded LIDAR point cloud for measurements
- Imagery and supporting systems shall allow for accurate dimension, area and point x, y, and z measurements with associated sigma value. Vendor shall indicate location, absolute and measurement accuracy capabilities within this section of vendor response. Vendor shall clearly describe how proposed accuracies shall be met and provide written guarantee of accuracies.
- Contractor shall apply a privacy filter to all applicable photographs to blur both human faces and vehicle license plates
- LIDAR capture for use in future extraction needs
- LIDAR vertical datum shall be North American Vertical Datum (NAVD) 88, GEOID 12B. Horizontal datum shall be North American Datum (NAD) 83, Texas South Central European Petroleum Survey Group (EPSG) 2278

#### **Access to Street Level Imagery**

- Cloud hosted software solution shall provide access to captured street level imagery
- Provide a web-based client that includes measuring tools for use by non-geographic information system (GIS)/non-technical staff
  - Pan and zoom controls
  - Editable and accurate measuring tools for length, area and height of features
  - Calculate heights from observable street or sidewalk elevation in the image
  - Measurement shall be reported in multiple unit of measure (feet, meters, etc.)
  - Editable text and report formatting

- Imagery service shall integrate with Carto and Leaflet (aka "ATLAS", Harris County's mapping system).
- GIS integration for viewing imagery Aeronautical Reconnaissance Coverage Geographic Information System (ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, ArcGIS Online, Widgets for ArcGIS Web AppBuilder etc.)
- The solution shall include an Application Programming Interface (API) or widget to access imagery from internal web-based applications
- Imagery service provided by the vendor shall possess the ability to serve as a background to visually identify characteristics, and depending on the characteristic, the end user will be able to capture a representation using points, lines or polygons within a supported GIS desktop or web application.
- Unlimited user logins for web-based client and unlimited licenses for GIS integrations shall be granted to all Project Partners for a duration of a minimum two (2) year license term

#### **Street Level Imagery Licensing (data & Apps/APIs)**

- Cloud hosting storage and access for duration of license term including contract renewal options.
- It is the County's expectation that cloud hosting fees shall be waived while any Project Partner remains an active customer.
- Following the expiration of the initial twenty-four (24) month contract term, contractor shall indicate fee per mile for storage and access to historical image data to compensate for cloud hosting fee (please refer to Table B of Attachment B, Pricing Form).
- Any cut out or screen scraped images may be stored by the County and Project Partners and shared with the public or any other agency perpetually.
- To protect the interests of the County and Project Partners, contractor shall supply georeferenced LIDAR and imagery on storage media with perpetual use rights.
- County and Project Partners (both employees and contractors) reserve the right to use licensed, Web-based Applications and APIs for its benefit, not to extend to third parties for their separate use.

#### **Street Level Imagery Acquisition**

- Fifty percent (50%) of imagery shall be captured (densely populated areas preferred) no later than January 1, 2020, (or a negotiated alternative), incremental deliveries of completely processed data are expected from the vendor, the remaining 50% percent shall be captured no later than February 1, 2020; the "Go Live" date for the system to be on or before March 01, 2020 (or a negotiated alternative).
- Delivery of initial imagery shall begin no later than one (1) month after official start date
- Capture every street, its associated buildings and infrastructure as described in a shape file that will be provided to the successful bidder.
- Gated areas will be indicated in a shape file that will be provided to the successful bidder. Access to gated areas will be coordinated with the Project Partners
- Any in-scope street segment not captured shall require an explanation as to why a street image data was not acquired

#### **4. Phase 2, Parts A & B Project Information**

##### **Data Extraction Professional Services**

Phase 2 of this project is the determination of finished floor elevations, as mentioned in Section VII., B. of this RFP, and constitutes the second major deliverable in this project. Following concatenation of the photographic and LIDAR data, applicable structural feature(s) on each residence or building shall be evaluated to best select the elevation at which rising water could potentially enter the structure (e.g.

threshold of front door). Subject matter experts from the County and its Project Partners will provide further guidelines for extraction criteria.

The County and Project Partners have ascertained a rough estimate of the number of primary structures by jurisdictional group and by flood zone (please refer to Table B of Attachment B, Pricing Form). These are estimates only. The County wishes to have finished floor elevation determined for most primary structures within the floodplain, and perhaps a surrounding buffer zone. If a structure has been built or demolished after the below estimate, what is currently "on the ground" will dictate extraction status.

Each structure shall be evaluated independently as finished floor elevations are known to vary between adjacent addresses. The County will provide a shape file to the successful bidder containing the x, y coordinates for each building centroid for in-scope structures. New structures that are primary residences that were not included in the shape file may be eligible for payment and shall be reported as "New". Multi-family structures (with a common roof) shall be captured as a single structure and shall be reported as "Multi". Structures that are not a primary structure on the parcel (for example detached garages, storage sheds, etc.), are out of scope and need not have finished floor elevations extracted. If the view from the street to a suitable measurement point for finished floor elevation is obstructed, that structure shall be reported as "obstructed." If a structure has been recently demolished, the structure shall be reported as "raised." Obstructed and raised structures shall not be eligible for payment at the full price per unit.

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A higher priority for extraction shall be placed on structures that are located within the 100-yr and 500-yr floodplains, contractor extraction may be limited to structures within these boundaries with some watersheds also containing a "2,000-foot buffer area," proximal to, but outside, the 500-yr floodplain. The County and Project Partners will provide a priority list consisting of floodplain/watershed extraction order to the selected contractor before data extraction commences.

Part A structures are located within the Harris County boundary, Part B (optional) structures are outside of the Harris County boundary but within the City of Houston.

##### **5. Project Management Plan**

A sample Project Management Plan and template of past projects of the same or similar scope shall be provided with RFP proposal submittal. Contractor(s) awarded a contract resulting from this RFP shall provide a complete and comprehensive Project Management Plan ("Plan") for County review within ten (10) business days of award. The County will provide comments within ten (10) business days of receipt of the Plan. Final approval by the County and acceptance by the contractor shall be within forty-five (45) days following the Notice to Proceed (NTP). Contractor shall provide Plan updates to Harris County for acceptance and approval immediately upon any modification. The Plan shall include contractor strategies to implement and manage the project, including but not limited to:

**Staffing Structure.** – A detailed organization chart defining the structure and roles of the project personnel. Contractor shall provide the County with a Staffing Plan that identifies the staffing levels, types and any applicable certifications required to meet the technical requirements of this RFP.

**Project Schedule** - A milestone schedule that outlines the overall scope of the project providing details of project deliverables and due dates to ensure that the project is completed on time, on budget, and that the proposed scope of work is aligned precisely to meet project goals and objectives. Scheduling software acceptable to the County shall be utilized to identify all milestones and events beginning from

NTP. The initial schedule shall provide a baseline and upon approval by the County, shall form the basis for all subsequent schedules and updates. Contractor shall update the schedule every two (2) weeks and provide the updated schedule to the County contact every two (2) weeks.

**6. Training**

Contractor shall provide the following training:

- After the vendor certifies that the system is ready for use in a Production Environment and prior to “Go Live”, the contractor shall provide the County approved onsite training both for system administrators and end users for approximately thirty (30) individuals.
  - All training courses provided by contractor shall be taught by experienced trainers.
  - Training materials shall be delivered to the County before training begins.
  - Training shall be conducted by the contractor onsite at a County or Project Partner facility, or if approved, through a web-based instructor-led environment.

**7. Optional/Value-Added Products and/or Services**

Vendor may propose optional, value-added products and or services. Vendor must identify the use, functionality and purpose of the optional and value-added items, and how Harris County would benefit from electing to procure those items. Information regarding these services must be included in Section VI. O. Supplemental Materials of vendor’s response. Please refer to Attachment B, Pricing Form.

Optional/Value-Added Services Harris County seeks include but are not limited to:

- ~~Additional Instructor-led onsite and online training and tutorials for continuing education purposes~~
- Professional Services options for onsite and remote
- Any related innovative and technical options that would benefit the project
- Recent work performed for any Project Partner within the previous two (2) years

**C. STANDARDS**

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

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

**D. DELIVERABLES**

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

**1. Phase 1, Part A, Project Deliverable**

The primary deliverable of this project phase is a set of high-resolution imagery georeferenced to each acquisition point. Two (2) delivery methods, using a mutually agreed upon file naming convention, are required:

A “cloud-based” instance on contractor-managed servers in which employees and contractors of the County and its Project Partners can view and use images as necessary. This may include access by County software applications for the purposes of embedding imagery and/or measurements in context-sensitive analysis and presentation tools. The instance shall be available for a term of at least two (2) years from the official “Go Live” date.

A second delivery method shall be contractor-provided indexed imagery and LIDAR files on storage media. This imagery data set must contain all imagery captured by the project in 360 degree format. Contractor shall also include the x, y, and z coordinates together with any sigma values for each acquisition point together with the naming convention so that the County can easily access imagery for

any given location. The imagery shall contain all roads, infrastructure, and the front-face of all buildings for in-scope properties. The LIDAR data set shall contain the acquired depth surface for all captured roads, infrastructure, vegetation, and buildings, also catalogued and georeferenced in a way that enables the County to easily access data associated with any acquisition point. Files in both data sets shall be date/time stamped with date of acquisition.

**2. Phase 1, Part B, Project Deliverable (optional)**

Please refer to Phase 1, Part A, Project Deliverable requirements to be driven solely on toll roads in Harris and adjacent counties.

**3. Phase 2, Parts A & B Project Deliverables**

The primary deliverable for this section will be File Geodatabases containing the x, y, and z coordinates, and associated sigma values of first floor elevations for each specified structure. Parts A and B shall be delivered as separate File Geodatabases.

**4. Deliverable Acceptance Process**

All deliverables identified in the contract resulting from this RFP will be subject to the following acceptance processes:

Phase 1, Part A, Deliverable Acceptance and Payment Schedule

- When a deliverable is received by the County for review and acceptance, the County will have fifteen (15) business days to review the deliverable and provide written notice to the contractor of acceptance, or of any defects or deficiencies in the deliverable. The County may reject a deliverable that does not meet the requirements of the contract.
- The contractor shall have a period of ten (10) business days to correct the deficiency. If the contractor fails to correct the deficiency within the time period, the County may treat the failure as "cause" and terminate the resulting contract.
- Written acceptance will be provided to the contractor in the form of a Notice of Acceptance before any payments will be made or released.
- The County envisions delivery in at least four (4) contiguous geographic areas. Calculation shall be by taking the entire project, then dividing into appropriate quartiles. The contractor may deliver processed, driven roads as they become available; each delivery shall be accompanied by a base map detailing specific roads driven and processed. Once each quartile has been accepted, the County will pay the contractor for that work. Payment will be calculated as one-quarter of total payment, less 20% withheld until successful completion and acceptance of the entire drive schedule.

Phase 1, Part B, Deliverable Acceptance and Payment Schedule (optional)

- Part B delivery will be similar to Part A, but the data will be delivered in one (1) package and paid for in full upon completion.

\*Phase 1, Part B is an optional part of Phase 1 and may not be awarded, even if Part A is awarded.

Phase 2 Deliverable Acceptance and Payment Schedule

- When a deliverable is received by the County for review and acceptance, the County will have thirty (30) business days to review the deliverable and provide written notice to the contractor of acceptance, or of any defects or deficiencies in the deliverable. The County may reject a deliverable that does not meet the requirements of the contract.

- The contractor shall have a period of ten (10) business days to correct the deficiency. If the contractor fails to correct the deficiency within the time period, the County may treat the failure as "cause" and terminate the resulting agreement.
- Written acceptance will be provided to the contractor in the form of a Notice of Acceptance before any payments will be made or released.
- The County envisions delivery in up to ten (10), mutually-agreed, contiguous geographic areas. Calculation will be by taking the entire project, then dividing by the corresponding proportional amount. The contractor may deliver processed, extracted x, y, z, and sigma coordinates as they become available; each delivery shall be accompanied by a base map detailing the specific structures processed and extracted. Once each delivery has been accepted, the County will pay the contractor for that work. Payment will be calculated as the corresponding portion of total payment, less 20% withheld until successful completion and acceptance of the entire data extraction.

If the Harris County, TX area suffers from a declared natural disaster (e.g. hurricane or flooding) within twelve months of the submittal and acceptance of deliverables, the vendor fee per mile will be reduced by 20% for re-acquisition of data in affected areas.

Phase 2, Part B, Deliverable Acceptance and Payment Schedule (optional)

- Part B delivery will be similar to Part A, but the data will be delivered in one package and paid for in full upon completion and acceptance.

~~\*Phase 2, Part B is an optional part of Phase 2 and may not be awarded, even if Part A is awarded.~~

**E. HARRIS COUNTY GENERAL CONDITIONS**

When applicable, the successful Offeror must comply with all requirements included under the *General Conditions* attachment.

**F. WORK STANDARDS**

It is the responsibility of the Offeror 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 Offeror to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

**VIII. CONTRACT REQUIREMENTS & PAYMENT**

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

**A. CONTRACT PROVISIONS**

The federal regulations and standards applicable to the required work are set forth in Attachment N, *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 N, *Required Contract Provisions*.

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

#### **B. PURCHASE ORDER & DELIVERY**

Successful Offeror shall not provide services without a Harris County Contract. If special circumstances apply to an Offeror's delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where project delivery times are critical, Harris County reserves the right to award accordingly.

#### **C. INVOICING PROCEDURES**

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

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

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

The sum of the payments due to the Contractor is limited to the amount of money stated within the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Harris County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 15L.309, as amended, Harris County is exempted from sales and use taxes.

#### **E. PAYROLL SUBMISSION**

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

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

#### **F. WAGE & LABOR COMPLIANCE**

If Davis-Bacon or Prevailing Wages are applicable to the Services, the U.S. Department of Labor Wage Rate poster must be displayed in a location that all workers have easy access and remain in place at all times until the project is complete. Harris County reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification.

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

- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Prime Contractors are required to post these wage rates at the job site visible to all workers.
  - Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by Harris County to Contractor, and must be posted at the job site in an area visible to all workers.
  - Employees Rights Under Davis-Bacon Act Poster– This poster will be provided by Harris County to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
  - Quarterly Employment Data Report – This report shall be provided by Harris County to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
  - LCP Tracker / Weekly Certified Payrolls – Harris County shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.
- 
- Project Sign – Harris County shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
  - Daily Work Logs – Harris County may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

In the event of discrepancy between the services performed and the wages paid, it will be documented and the Prime Contractor will be so notified. Harris County reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.

## **G. PROMPT PAYMENT POLICY**

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

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

## **H. COST PLUS CONTRACTING PROHIBITED**

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

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

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

## **I. INFORMATION SECURITY**

### **4. Definitions**

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

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

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

### **5. Security and Privacy Compliance**

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”)

Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).
- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

#### 6. Data Ownership

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

#### 7. Data Mining

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

#### 8. Breach of Security

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

#### 9. Right to Audit

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

## J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

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

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

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

3. In addition, in accordance with Attachment N, *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 N 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.**

## K. TAXES

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

## L. SAFETY

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor’s staff,

subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property 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 used in the Work.

#### **M. HAZARDOUS MATERIALS**

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

#### **N. SUPERVISION**

Contractor shall provide competent management for the Project, approved by 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 individual shall be designated without prior approval of the County.

#### **O. STAFFING REQUIREMENTS**

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

#### **P. SUBCONTRACTORS**

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

#### **Q. 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 L. 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 L for more information on Minimum Insurance Requirements.

#### **R. WAIVER OF SUBROGATION**

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

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

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

#### **T. TOLL / PARKING FEES**

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

#### **U. RECYCLED MATERIALS**

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

#### **V. FAILURE TO COMPLY**

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

#### **W. TERMINATION**

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

#### **X. CONTRACT TRANSITION**

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

period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

#### **Y. EXTENSIONS / RENEWALS**

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

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

#### **Z. SEALS, LOGOS, AND FLAGS**

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

#### **AA. SILENCE OF SPECIFICATIONS**

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

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#### **BB. SEVERABILITY**

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

### **IX. ATTACHMENTS**

- Attachment A – Proposal & Addenda Acknowledgement
- Attachment B – Pricing Form
- Attachment C – Certification Regarding Lobbying
- Attachment D – Statement of Offeror Qualifications
- Attachment E – Subcontractor Listing Form
- Attachment F – References
- Attachment G – Contractor Profile
- Attachment H – Performance Bond for Public Works Contracts over \$100,000
- Attachment I – Performance Bond for Non-public Works Contracts over \$50,000
- Attachment J – Payment Bond
- Attachment K – Certification of Compliance with Federal Standards & Requirements
- Attachment L – Minimum Insurance Requirements
- Attachment M – Workers' Compensation Insurance Coverage Rule 110.110
- Attachment N – Required Contract Provisions

- Attachment O – Section 3 Clause
  - Attachment P – Section 3 Utilization Plan & Statement of Compliance
  - Attachment Q – Section 3 Business Concern Self-Certification Form
  - Attachment R – Davis Bacon Current Wage Decision **[DOES NOT APPLY]**
  - Attachment S – Standards
  - Attachment T – General Conditions **[DOES NOT APPLY]**
  - Attachment U – General Notices, Notes & Information **[DOES NOT APPLY]**
  - Attachment V – GLO Compliance Package
  - Attachment W – Exceptions/Alternatives
-

Attachment A  
**PROPOSAL & ADDENDA ACKNOWLEDGEMENT**

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

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

No addenda were received

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

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

\_\_\_\_\_

**Authorized Signature****Date**

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

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

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

Offeror DUNS Number: \_\_\_\_\_

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

**Attachment B  
PRICING FORM**

**Table A: Estimates of project street miles within study area**

<b>JURISDICTIONS</b>	<b>Residential Streets</b>	<b>Highways &amp; Tollways</b>	<b>Gated and Private Streets</b>	<b>Total Estimated Miles</b>
<b>TOTALS</b>	~17,000	~2,500	~800	~21,000
<b>UNINCORPORATED HARRIS COUNTY</b>	~7,500	~1,000	~500	~9,000
<b>CITY OF HOUSTON</b>	~7,000	~1,200	~200	~8,400
<b>ALL OTHER MUNICIPALITIES</b>	~2,500	~300	~100	~3,000

The table above is based on current evaluations of road miles and is subject to change. It is meant to provide contractors an overall idea of the types of roads to be driven and their general locations. To simplify RFP pricing evaluation, each contractor shall submit a finished cost per driven mile for data acquisition (please refer to Attachment B, Pricing Form, Contractor Cost Grid). Costs shall include all relevant charges in order for the County and its Project Partners to consume finished data as described above.

**Project Schedule**

Vendor shall submit a Project Schedule incorporating the following:

<b>JURISDICTIONS</b>	<b>Total Estimated Miles</b>	<b>Drive Time</b>	<b>Number of Vehicles</b>	<b>Processing Timeline of Images</b>
Unincorporated Harris County and All other Municipalities	~12,000	day(s)		day(s)
City of Houston	~8,400	day(s)		day(s)

\*Note – Vendor shall specify in detail how vendor will meet the requirement of the January 1, 2020/February 1, 2020 Project Partner, HCAD’s image required date. If vendor cannot meet the required dates, vendor shall indicate actual date images shall be available for use.

**Attachment B  
PRICING FORM**

**Table B: Estimates of structure counts within study area ((These estimates are based on structures larger than 1000 sq. ft. Inhabitable residential structures less than 1000 sq. ft. will be included in the study; that number is currently being determined. Structures on properties HCAD has classified as Industrial are excluded from the study)**

<b>JURISDICTION</b>	<b>Total Estimated Structures</b>	<b>In 100-Yr.</b>	<b>In 500 Yr.</b>	<b>In 2000-ft Buffer</b>	<b>Outside Buffer</b>
TOTAL	~1,210,000	~115,000	~150,000	~575,000	~350,000
UNINCORPORATED HARRIS COUNTY	~570,000	~35,000	~55,000	~295,000	~185,000
CITY OF HOUSTON	~490,000	~60,000	~65,000	~245,000	~150,000
ALL OTHER MUNICIPALITIES	~150,000	~20,000	~30,000	~65,000	~35,000

The table above is based on current evaluations of structures and is subject to change. It is meant to provide contractors an overall idea of the number of structures to-be evaluated. To simplify RFP pricing evaluation, each contractor shall submit a finished cost per structure for data extraction (please refer to Attachment B, Pricing Form, Contractor Cost Grid). Costs shall include all relevant charges in order for the County and its Partners to consume finished data as described above.

**Attachment B  
PRICING FORM**

**Contractor Cost Grid**

Item No.	Description	UOM	Est. Mile Count	Unit Price	Quantity Discount Rate	Total Price
<b>Phase 1 - Data Acquisition</b>						
1.	Data collection for a 1 to 10,000 mile project	mile	10,000	\$ _____		\$ _____
2.	Data collection for a 10,001 to 15,000 mile project	mile	15,000	\$ _____		\$ _____
3.	Data collection for a 15,001 to 25,000 mile project	mile	25,000	\$ _____		\$ _____

Total price, as well as price per mile for miles in the above Contractor Cost Grid shall be submitted in contractor responses, as well as contractor-established quantity discounts based on miles driven. Prior to award, the County will apply the applicable contractor's cost per mile for both Part A and Part B (optional) against more exact estimates of road miles to be driven, plus or minus contingency mileage.

<input type="checkbox"/>	Note: Per Section B, Scope of Services, b) Special Requirements, Street Level Imagery Licensing, Cloud hosting storage and access for duration of license term including contract renewal options. It is the County's expectation that Cloud hosting fees shall be waived while any Project Partner remains an active customer.
<input checked="" type="checkbox"/>	Contractor hereby acknowledge and agrees to abide by this requirement.

Item No.	Description	UOM	Est. Structure Count	Unit Price	Quantity Discount Rate	Total Price
<b>Phase 2 - Data Extraction</b>						
1.	Data extraction for a 500,000 structure project	structure	500,000	\$ _____		\$ _____
2.	Data extraction for a 750,000 structure project	structure	750,000	\$ _____		\$ _____
3.	Data extraction for a 1,000,000 structure project	structure	1,000,000	\$ _____		\$ _____
4.	Data extraction for a 1,250,000 structure project	structure	1,250,000	\$ _____		\$ _____
5.	Data extraction for a 1,500,000 structure project	structure	1,500,000	\$ _____		\$ _____

Total price, as well as price per structure for data extraction efforts of 500,000; 750,000; 1,000,000; 1,250,000; and 1,500,000 structures shall be submitted in contractor responses, as well as contractor-established quantity discounts based on number of structures extracted. Prior to award, the County will apply the contractor's cost per extraction for both Part A and Part B (optional) against a more exact estimate of structures to be extracted, plus or minus a contingency.

## Attachment B PRICING FORM

### OPTIONAL/VALUE-ADDED SERVICES

Contractor may propose optional or value-added products/services related to the scope of goods and/or services described in the specifications and/or listed on the Pricing Form(s) of this RFP by identifying other items and/or brands not identified by Harris County in this RFP. At a minimum, discuss product/service capabilities and reasons why it would be valuable for this project. Include information related to these items in in Section VI. O., Supplemental Materials of vendor's response. Pricing for said services shall be included with Attachment B, Pricing Form.

### Related Services

Vendor may offer additional services related to the scope or services described within this RFP. Though the "related services" offered may be considered during the award recommendation, and/or may be made a part of a subsequent contract, if any, with Harris County, the effect of the related service cannot be extended and totaled when evaluating pricing criteria. In recent years similar services may have been performed for a Project Partner, Harris County may leverage any available recent work performed for any Project Partner including but not limited to work performed for Project Partner, City of Houston, within the previous two (2) years. **Please note, recent work is not a requirement, but instead an Optional/Value-Added Service.** As such, any Harris County roads, highways, streets, etc. driven after July 15, 2017 (previous two (2) years) may qualify subject to data quality, coverage, and applicability to this project. Contractors are welcome to provide a shape file with recently driven, in-scope roads delineated. Documentation of the acquisition date(s) of the data must be provided along with representative photographic/LIDAR data. The representative data must be georeferenced and submitted along with the shape file so that the County can assess applicability of the contractor's previous work.

### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

Following expiration of initial contract period, indicate fee per mile for storage and access to historical image data to compensate for cloud hosting fee.

Description	Unit of Measure	Unit Price
Contractor Cost Per Mile for Storage	Mile	\$
Access of Historical Image Data	Year	\$

Attachment C

**CERTIFICATION REGARDING LOBBYING**

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

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

\_\_\_\_\_  
Date

Attachment C

**CERTIFICATION REGARDING LOBBYING**

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

Attachment D  
**STATEMENT OF OFFEROR QUALIFICATIONS**

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

**General Information**

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

**Litigation Record**

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

Attachment D  
**STATEMENT OF OFFEROR QUALIFICATIONS**

If yes, explain: \_\_\_\_\_

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

YES  NO

If yes, explain: \_\_\_\_\_

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

YES  NO

If yes, explain: \_\_\_\_\_

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

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

Have you ever defaulted on a contract?  YES  NO

If yes, explain: \_\_\_\_\_

---

**Experience Record**

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

Government (Public) Entities: \_\_\_\_\_

Private (Commercial) Entities: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment D  
**STATEMENT OF OFFEROR QUALIFICATIONS**

---

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

---

---

---

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

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

---

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

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

Attachment D  
**STATEMENT OF OFFEROR QUALIFICATIONS**

Dated this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
(Title)

Submitted by \_\_\_\_\_ an individual  
a partnership  
a corporation

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

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

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

Executive Officer

List Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

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

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

of \_\_\_\_\_, 20\_\_

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

(Seal)  
My Commission expires:

Attachment E  
**SUBCONTRACTOR LISTING FORM**

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

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

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

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

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

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

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

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

Attachment F  
**REFERENCES**

Reference #1

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

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #2

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

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #3

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

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #4

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

Attachment F  
**REFERENCES**

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #5

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

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #6

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

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachment G  
**CONTRACTOR PROFILE**

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

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_ Contractor's FED Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_ Subcontractor's FED Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

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

Type of Contract:

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

Name of Principle Owner(s) \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

Estimated Amount of Contract or Subcontract: \$ \_\_\_\_\_

Women Owned:  Yes  No

Minority Owned:  Yes  No

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

<p><b>Racial/Ethnic Codes:</b></p> <p><input type="checkbox"/> White American</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian/Pacific American</p> <p><input type="checkbox"/> Native American</p> <p><input type="checkbox"/> Hispanic Americans</p> <p><input type="checkbox"/> Hasidic Jews</p> <p><input type="checkbox"/> Multi-racial _____</p>
--

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

\_\_\_\_\_  
Date

## Attachment K

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

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

## Attachment K

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

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

## Attachment K

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

implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

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

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

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

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

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

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

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

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

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

## Attachment K

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

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

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

\_\_\_\_\_ T. **NON-COLLUSION** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

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

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

\_\_\_\_\_ W. **PREVAILING WAGES** – When applicable, Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable.

Attachment K

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

If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

- \_\_\_\_\_ X. **PROCUREMENT OF RECOVERED MATERIALS** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
  
- \_\_\_\_\_ Y. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
  
- \_\_\_\_\_ Z. **RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Offeror certifies by the submission of its Proposal that it:
  - Is not a Contractor of a foreign country included on the USTR list.
  - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
  - Will not provide any product of a foreign country included on the USTR list.

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

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

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

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

\_\_\_\_\_  
Date

## Attachment L

### MINIMUM INSURANCE REQUIREMENTS

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

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

Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

## Attachment M

### WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

A. Definitions:

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

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

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

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

## Attachment M

### WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

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

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

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

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33

## Attachment N

### REQUIRED CONTRACT PROVISIONS

U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work ~~which may require or involve the employment of laborers or mechanics shall require or permit any such~~ laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

## Attachment N

### REQUIRED CONTRACT PROVISIONS

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

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

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

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

## Attachment N

### REQUIRED CONTRACT PROVISIONS

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

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

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

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against

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### REQUIRED CONTRACT PROVISIONS

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

- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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

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

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

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii. Activities sponsored by the contractor including social or recreational programs.
  - ix. Any other term, condition, or privilege of employment.

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- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

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- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
- i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that

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can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- ~~m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.~~
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

#### FAIR LABOR STANDARDS ACT

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

#### FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

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

#### GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part,

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### REQUIRED CONTRACT PROVISIONS

by HUD funding. Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

#### **HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this 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.

#### **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

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bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

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

Contractor shall not in any way, directly or indirectly:

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

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

#### NON-SEGREGATED FACILITIES

##### “Prohibition of Segregated Facilities”

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

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform 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;

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

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

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

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

### POTENTIAL CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

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

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### REQUIRED CONTRACT PROVISIONS

#### PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

#### RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

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

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### REQUIRED CONTRACT PROVISIONS

discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

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

### RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

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

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### REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

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

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

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

#### **TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

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

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

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

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

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

## Attachment N

### REQUIRED CONTRACT PROVISIONS

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

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

#### VERIFICATION NOT TO BOYCOTT ISRAEL

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

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

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

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

#### WHISTLEBLOWER PROTECTION ACT

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

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section

Attachment N

**REQUIRED CONTRACT PROVISIONS**

3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

Attachment O  
**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 P

HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

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

**PART I: SECTION 3 REQUIREMENTS**

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

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

**A. Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to employ Section 3 Residents<sup>1</sup> as 30% of the aggregate number of full-time new hires.

**B. Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns<sup>2</sup> as follows:

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

**PART II: SECTION 3 TRIGGER**

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

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

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

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

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





Attachment P

**HARRIS COUNTY**

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

**PART IV: SUBCONTRACTING PLAN & COMMITMENT**

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

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

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

<b>SUBCONTRACTING PLAN</b>				
<b>Subcontractor Name</b>	<b>Work to be performed (Building trade or Other)</b>	<b>Section 3 Business?</b>	<b>Contract Amount</b>	<b>% of Total Contract</b>
		<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.

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



## Attachment P HARRIS COUNTY

### SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

#### PART V. CONTRACTOR RESPONSIBILITIES

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

##### A. Efforts "To the Greatest Extent Feasible"

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

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

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

##### B. Changes

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

##### C. Documentation & Reports

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

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



## Attachment P HARRIS COUNTY

### SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

#### PART VI: OTHER ECONOMIC OPPORTUNITIES

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

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

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

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

#### PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

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

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

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

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



Attachment P

HARRIS COUNTY

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

PART VIII: STATEMENT OF COMPLIANCE

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

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

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

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

Business Name

Name of Authorized Officer

Signature

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ BEFORE ME APPEARED \_\_\_\_\_

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

NOTARY PUBLIC: \_\_\_\_\_ {SEAL}

COMMISSION EXPIRES: \_\_\_\_\_

INTERNAL HARRIS COUNTY APPROVAL: \_\_\_\_\_

Compliance Monitor Signature

Date



## Attachment S

### STANDARDS

Cloud-hosted (not on-premise) software solution shall provide access to captured street level imagery. Deployment infrastructure should be sufficient to process simultaneous requests from up to 1,000 users with minimal delay in processing. Note\* Servers must possess the ability to perform 10,000 automated webpage scrapes of building images per weekday, up to 30,000 webpage scrapes on weekend days during peak times of the year for specific Project Partner(s).

Service Level Agreement for Hosted Services and allowance for off-hours maintenance should be defined by vendor and agreed to by the County as part of contract negotiations.

Unlimited user logins for web-based client and unlimited licenses for GIS integrations shall be granted to all Project Partners for duration of minimum two (2) year license term

Browser compatibility – users associated with Project Partner agencies, and their subcontractors, will access the online applications via HTML5-compatible browsers (i.e., Chrome, Safari, Firefox, Edge).

JavaScript and .net Application Programming Interfaces (APIs) are required technologies.

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Geographic Coordinates—LIDAR vertical datum shall be North American Vertical Datum (NAVD) 88, GEOID 12B. Horizontal datum shall be North American Datum (NAD) 83, Texas South Central European Petroleum Survey Group (EPSG) 2278.

Imagery Service/Data Compatibility—shall be integrated with Carto and Leaflet (aka “ATLAS”, Harris County’s mapping system; data shall be extractable to commonly used business intelligence software applications (i.e.: PowerBI, WebFocus, Sisense, and Tableau).

Imagery Service Compatibility for ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, ArcGIS Online, Widgets for ArcGIS Web AppBuilder

Delivered Content—terabyte or petabyte hard disk depending on size of captured content. The County and its Project Partners will retain ownership of this data following project completion.

Attachment V  
**GLO COMPLIANCE PACKAGE**  
**GLO INFORMATION SECURITY APPENDIX**

**1. Definitions**

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

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

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

**2. Security and Privacy Compliance**

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

**3. Data Ownership**

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

## Attachment V

### GLO COMPLIANCE PACKAGE

#### GLO INFORMATION SECURITY APPENDIX

##### 4. Data Mining

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

##### 5. Breach of Security

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

##### 6. Right to Audit

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

Attachment V

**GLO COMPLIANCE PACKAGE**  
**GLO CONTRACTOR PROPOSAL CERTIFICATION**



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

1. I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Harris County, the Harris County Engineering Department, and the Harris County Community Services Department (CSD).

3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.
4. I understand that I must provide a 1-2-10 warranty on all work performed, specifically:
  - 1 year warranty on the entire home;
  - 2 year warranty on mechanical, electrical and plumbing components; and
  - 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

5. I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

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

\_\_\_\_\_  
Date

Attachment V

**GLO COMPLIANCE PACKAGE**

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

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

**GLO COMPLIANCE PACKAGE**

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



<b>THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:</b>
<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> <li>1. That is 51% or more owned by Section 3 Resident(s); or</li> <li>2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or</li> <li>3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.</li> </ol>
<input type="checkbox"/> Is 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. <hr/> <p style="text-align: center;"><b>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)</b></p> <input type="checkbox"/> By contacting business assistance agencies, minority contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com. <input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority. <input type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations <input type="checkbox"/> By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities. <input type="checkbox"/> By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought. <input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities. <input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc. <input type="checkbox"/> Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses. <input type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns. <input type="checkbox"/> By actively supporting and undertaking joint ventures with Section 3 Businesses. <hr/> <p style="text-align: center;"><b>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</b></p> <input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents. <input type="checkbox"/> By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades. <input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents. <input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled. <input type="checkbox"/> By arraigning interviews and conducting interviews on the job site. <input type="checkbox"/> By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities. <input type="checkbox"/> By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Attachment W

**EXCEPTIONS/ALTERNATIVES**

Please list any and all exceptions/alternatives to this RFP in this section. Include page number, section and reason exception/alternative:

Duplicate form if necessary.

Please check on of the following:

- We have no exceptions/alternatives to this RFP
- We have the following exceptions/alternatives to this RFP

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

5.	_____	_____	_____
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	<u>Page Number</u>	<u>Section</u>	<u>Alternative</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Additional Comments:

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EXHIBIT B

Contractor's Best and Final Offer ("BAFO")

(follows behind)



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

October 28, 2019

Paul Madrid  
Sales Executive  
CycloMedia Technology, Inc.  
1 Belvedere Drive, Suite 200  
Mill Valley, CA 94941  
pmadrid@cyclomedia.com

**RE: 19/0329 – High-Resolution Street-Level Imagery Services with Light Detection and Ranging (LIDAR) Data Acquisition and Data Extraction Services for Harris County**

Dear Mr. Madrid:

Harris County is preparing to make a recommendation of award for the above-mentioned RFP. At this time, Harris County is requesting your best and final offer. Attachment A represents what Harris County understands to be your current offer. Please utilize Attachment B to represent your best and final offer.

Additionally, Harris County seeks clarification regarding the following:

1. What is the detailed camera system manufacturer model and megapixel (MP) resolution for each camera on the rig? Specifically, is your 100MP specification being summed up over multiple cameras or for each camera?
2. What is the maximum vehicle speed to successfully and continuously acquire photographic/LIDAR data per specifications?

This contract has not been awarded therefore your firm must continue to adhere to the confidentiality clause indicated in the specifications in which your agency agreed to abide by based on your proposal submission. You are hereby informed vendors nor its agents, shall not contact any Harris County personnel, including elected or appointed officials, during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. **Failure to adhere to the confidentiality clause during this RFP process will result in vendor disqualification. Harris County Purchasing will disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from the Harris County Purchasing Agent.**

All correspondence and/or inquiries relating to this RFP, from advertisement to award shall be sent to the Harris County Purchasing Agent. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by the Harris County Purchasing Agent. **Under no circumstances shall vendor release any material or information regarding the status of this RFP to anyone including but not limited to news media, industry competitors, partners or government entities.**

If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor.

No award can be made until approved by Harris County Commissioners Court. Contract negotiations do not obligate Harris County to the eventual purchase of any product/service described, implied or which may be



proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

Please return your response to my attention no later than 12:00 p.m., Wednesday, October, 2019. You may email your response to [juanita.ruffin@pur.hctx.net](mailto:juanita.ruffin@pur.hctx.net). If you have any questions, please contact me at (713) 274-4409.

Sincerely,

//s// Juanita Ruffin

Juanita Ruffin  
Senior Contracts Administrator/Supervisor

Attachment (BAFO Pricing Sheets)

*Paul Madrid*

Signature

Paul Madrid

Printed Name/Title

CycloMedia Technology Inc.

Company

10/30/2019

Date

**CycloMedia answers to RFP 19/0329 questions**

Dear Mrs. Ruffin,

Below are the answers to the questions listed in the BAFO document.

**1. What is the detailed camera system manufacturer model and megapixel (MP) resolution for each camera on the rig? Specifically, is your 100MP specification being summed up over multiple cameras or for each camera?**

CycloMedia uses our own patented camera system, the DCR-10 (Digital Cyclorama Recorder System, Version 10). It was designed in-house and built to our specific and proprietary specifications. Each camera is manufactured using specially ground lenses and the highest quality scientific imagery components from Germany and Netherlands. Each of the five cameras in our system produces a high resolution 20MP image. The images are combined into one geometrically correct 100mp GeoCyclorama, providing a 360° x 180° viewing angle.

The DCR-10 system provides more than high quality cameras. It was engineered to allow for capturing the images with the entrance pupil of each camera at the same location, even when moving at normal highway speeds. This is a key requirement in the creation of the combined, geometrically correct, parallax-free panoramic image. Popular commercially available ball-shaped camera systems, such as the Ladybug and other cameras of this type, are not capable of recording images in this way.

**2. What is the maximum vehicle speed to successfully and continuously acquire photographic/LIDAR data per specifications?**

Cyclomedia's mobile mapping system is able to collect high resolution imagery and LiDAR at highway speeds up to 70mph.

Roadway Type	Average Speed (mph)
Interstates/Freeways	65
County Roads	50
City Streets / Local Roads	25

Please let me know if there are any further questions.

Thank you,

**Paul Madrid**  
Sales Executive  
CycloMedia Technology, Inc.  
[pmadrid@cyclomedia.com](mailto:pmadrid@cyclomedia.com)  
Office: 210-888-1640  
Mobile: 808-398-2972

Attachment B - Best and Final Offer (BAFO)

Please state quoted price with any applicable discounts and the total price for services already provided.

Phase 1	25 % discount		Contractor Cost for Storage				Access of Historical Image data			
	Miles to be Driven	Price/Mile	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4
21,000	\$113	\$2,373,000.00	\$0.00	\$0.00	\$10.00	\$10.00			\$210,000.00	\$210,000.00
12,600	\$113	\$1,423,800.00	\$0.00	\$0.00	\$10.00	\$10.00			\$126,000.00	\$126,000.00

CyclioMedia is providing access to approximately 8,000 miles of existing Houston imagery at no charge to the county as part of this project.

CyclioMedia has provided a 25% discount from enterprise license agreement. CyclioMedia is providing access to approximately 8,000 miles of existing Houston imagery at no charge to the county as part of this project.

If Houston County gets access to all historical imagery at no charge.

If the County is driven again, the County gets access to all historical imagery at no charge.

If the County is driven again, the County gets access to all historical imagery at no charge.

If the County is driven again, the County gets access to all historical imagery at no charge.

Hosting Fees are included in the price/mile licence fee.

Hosting Fees are included in the price/mile licence fee.

Hosting Fees are included in the price/mile licence fee.

Hosting fees for the first two years are included in the price/mile licence fee.

Access to historical imagery is also included in the licensee fees if a redrive occurs during the two year license period. If The County does not contract for a redrive but wants continued access to the content, then a \$10/mile storage and access fee is charged per year.

Pricing above only reflects storage and access fees if the customer does not conduct a redrive during an active license period.

Phase 2

Structures to be extracted	Price/Structure	Total Price
1,210,000	\$1.00	\$ 1,210,000.00
720,000	\$1.00	\$ 720,000.00
	Price reduced from \$1.50 per structure to \$1.00 per structure with no minimums.	

CycloMedia acknowledges the following.

Harris County rejects the following Exceptions:

1. **Access to 360° imagery and lidar data under CycloMedia's Standard Agreement** – Harris County will review proposed Standard Agreement to determine if CycloMedia's Standard Agreement can be utilized, amended or if it is in the County's best interest to generate an Agreement for execution.

CycloMedia's Standard Agreement has been accepted by many state and local governments across the United States (e.g. Williamson County, TX, Ramsey County, MN, New York City, NY Monroe County, FL, Washington D.C., Philadelphia). If Harris County determines it requires modifications to our standard agreement, CycloMedia is open to negotiating such changes.

2. **Harris County will also have access to 360° imagery through ArcMap and ArcPro add-ins as well as the ArcGIS Online Widget** - Harris County has concern if the abovementioned signifies that Harris County and its Project Partners will be unable to consume the Street Smart data via an interface to the County's ATLAS mapping/business intelligence system (which is not an ESRI technology interface) or similar Project Partner system. The County cannot commit to an exception that prohibits this connector for non-technical reasons. Please clarify.

CycloMedia provides the Street Smart API to customers and business partners who wish to integrate GeoCyclorama imagery into existing systems, such as your ATLAS system built with Carto and Leaflet. Industry standard JavaScript and .NET APIs are both provided and thoroughly documented with code samples on [our website](#). Our API allows for the integration our GeoCyclorama viewer along with its tools into all types of enterprise software systems (e.g. CAMA systems, Asset Management systems, public facing portals). Examples of organizations and applications where our API has been used include:

- Sidwell Portico
- ArcGIS Web AppBuilder
- ArcGIS Pro
- Schneider [Beacon](#) and qPublic (utilizing the URL link provided, click the blue button with the "C", then click on a road)
- [Atlas web application at the City of Philadelphia](#) (utilizing the URL link provided, click third button down in the upper-right corner to see CycloMedia's image viewer and imagery)
- Washington DC, Department of Transportation Online Permitting System
- Geocortex essentials
- Tyler iasWorld
- Tyler Orion
- Patriot CAMA
- Assessment Analyst GAMA by ESRI Canada
- Data Cloud Solutions desktop appraisal system

Data extracted from CycloMedia's GeoCyclorama imagery and LIDAR can be loaded into other systems such as business intelligence software applications. Harris County can use CycloMedia's ATLAS Panorama Rendering Service API to extract JPEG images or "cut-outs" from our panoramic images. Images can be extracted via ATLAS based on various methods such as a bounding box of coordinates, a single coordinate, or an image ID along with attributes such as a horizontal field of view and image width

and height. In addition, PNG images of the current view in Street Smart can be saved by the user for use in other documents or systems. This is true both in the Street Smart web application as well as in applications where our Street Smart API was used to embed a GeoCyclorama viewing window.

3. **All County departments are authorized access to this data under a County-wide unlimited enterprise license agreement** - The RFP indicated not only would Harris County utilize the awarded vendor's services; Harris County's Project Partners would utilize the services as well. Please indicate if this was an oversight.

Yes, this was an oversight. All County departments and their Project Partners will have access to CycloMedia services as per the RFP section VII, A page 24. The only restriction regarding fair use concerns the monetization of the imagery or LiDAR. Neither the County nor a Project Partner has the rights to resell the imagery or LiDAR data or offer fee-based commercial applications without a negotiated agreement with CycloMedia.

4. **Unlimited downloads of lidar data and a perpetual license for any locally-stored data** – Please clarify locally-stored data. Is this in connection to the below mentioned on premise license or are you referring to downloads stored on a pc?

Our response was specifically referring to the downloading of the LiDAR data. All CycloMedia customers are provided with access to an online portal for the one-time downloading of the collected LiDAR point cloud data. Once downloaded, the LiDAR data is covered by an enterprise wide perpetual license and can be freely distributed to an unlimited number of computing devices across the County. If the County requests CycloMedia to host the LiDAR data in the Cloud for ongoing retrieval and basic analysis, see page 99 of our response for related pricing (\$15/mile).

5. **Perpetual license of imagery is available through on premise install for a fee to cover professional services** – Please provide professional service fee, should the County elect this option.

Professional services fees to cover Local Installation are based on per daily rate of \$1,750, plus travel expenses. Given the size of the County combined imagery and LiDAR dataset, we would estimate 2-3 days of on-site professional services work would be required. Typically, CycloMedia charges a one-time fee for data preparation for local installation (for a dataset the size of Harris County, this would be approximately \$10,000). CycloMedia is prepared to waive the data preparation fee if the County elects this option.

## Ruffin, Juanita (Purchasing)

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**From:** Paul Madrid <PMadrid@cyclomedia.com>  
**Sent:** Wednesday, October 30, 2019 3:36 PM  
**To:** Ruffin, Juanita (Purchasing)  
**Subject:** RE: Job No. 19/0329 Exceptions  
**Attachments:** Harris County Exceptions 10\_30\_2019.pdf

Hello again Mrs. Ruffin,

Thank you for all your help. I have attached the response the Harris County responses below.

Please let me know if there is anything else.

Thank you,

Paul Madrid  
Sales Executive  
CycloMedia Technology, Inc.  
[pmadrid@cyclomedia.com](mailto:pmadrid@cyclomedia.com)  
Office: 210-888-1640  
Mobile: 808-398-2972

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**From:** Ruffin, Juanita (Purchasing) <Juanita.Ruffin@pur.hctx.net>  
**Sent:** Wednesday, October 30, 2019 8:20 AM  
**To:** Paul Madrid <PMadrid@cyclomedia.com>  
**Subject:** RE: Job No. 19/0329 Exceptions  
**Importance:** High

Good morning Mr. Madrid,

Your proposal indicates the following Exception:

### Data Ownership

The following explains data ownership options offered by CycloMedia:

1. Access to 360° imagery and lidar data under CycloMedia's Standard Agreement. Harris County will have access to 360° imagery and lidar depth map through CycloMedia's free Street Smart Application. Harris County will also have access to 360° imagery through ArcMap and ArcPro addins as well as the ArcGIS Online Widget. All County departments are authorized access to this data under a County- wide unlimited enterprise license agreement.
2. Optional access to lidar point cloud through Microsoft Azure server with CycloMedia's Street Smart Application at \$15 per mile. Unlimited downloads of lidar data and a perpetual license for any locally-stored data.
3. CycloMedia delivers lidar LAZ files to the customer via portable hard drive (perpetual license) or a direct download web link.
4. Perpetual license of imagery is available through on premise install for a fee to cover professional services.

Harris County rejects the following Exceptions:

1. **Access to 360° imagery and lidar data under CycloMedia's Standard Agreement** – Harris County will review proposed Standard Agreement to determine if CycloMedia's Standard Agreement can be utilized, amended or if it is in the County's best interest to generate an Agreement for execution.
2. **Harris County will also have access to 360° imagery through ArcMap and ArcPro addins as well as the ArcGIS Online Widget** - Harris County has concern if the abovementioned signifies that Harris County and its Project Partners will be unable to consume the StreetSmart data via an interface to the County's ATLAS mapping/business intelligence system (which is not an ESRI technology interface) or similar Project Partner system. The County cannot commit to an exception that prohibits this connector for non-technical reasons. Please clarify.
3. **All County departments are authorized access to this data under a County-wide unlimited enterprise license agreement** - The RFP indicated not only would Harris County utilize the awarded vendor's services, Harris County's Project Partners would utilize the services as well. Please indicate if this was an oversight.
4. **Unlimited downloads of lidar data and a perpetual license for any locally-stored data** – Please clarify locally-stored data. Is this in connection to the below mentioned on premise license or are you referring to downloads stored on a pc?
5. **Perpetual license of imagery is available through on premise install for a fee to cover professional services** – Please provide professional service fee, should the County elect this option.

Please acknowledge Harris County's rejection of Exceptions.

Thank you,

---

**Juanita Ruffin, CPPB**

Senior Contracts Administrator/Supervisor  
Office of the Harris County Purchasing Agent

1001 Preston, Ste 670 | Houston, TX 77002  
P: (713) 274-4409 | F: (713) 755-6695

## EXHIBIT C

### FEDERAL REGULATIONS

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

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **FAIR LABOR STANDARDS ACT**

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

#### **FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)**

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

#### **GREEN BUILDING STANDARDS**

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

##### **2009 ICC International Energy Conservation Code (IECC)**

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

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

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

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

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

#### **HOLD HARMLESS AGREEMENT**

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

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

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

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

#### **NON-COLLUSION (The Sherman Act)**

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

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

Contractor shall not in any way, directly or indirectly:

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

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

## **NON-SEGREGATED FACILITIES**

### **“Prohibition of Segregated Facilities”**

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

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform 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.

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- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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

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

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

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

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

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

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

#### **POTENTIAL CONFLICTS OF INTEREST**

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

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

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

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

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

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

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

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

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

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

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

#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

#### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION**

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

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

#### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);

10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;

~~3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns;~~

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

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

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

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

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

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

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**TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

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

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

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

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

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

performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

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

#### **VERIFICATION NOT TO BOYCOTT ISRAEL**

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

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

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

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

#### **WHISTLEBLOWER PROTECTION ACT**

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

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section

3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

EXHIBIT D

Contractor's Project Scope and Methodology

(follows behind)

# Firm Experience & Qualifications

## Who We Are

### CycloMedia

CycloMedia has over 30 years of global leadership in mobile mapping, street level imaging, and data analysis. Annually, CycloMedia captures and processes approximately 160,000 linear miles of 360° panoramic street level images, representing over 48 million worldwide image recordings per year. We hold **five key image capture technology patents** and specialize in the government markets across transportation, utilities, public safety, and tax assessment segments. Through our patent portfolio, **we are the exclusive provider of geometrically-correct 360° images** from a moving vehicle, creating distortion-free street level imagery.

CycloMedia is a privately-held company, incorporated in Delaware in 2013. The company is 100% owned by CycloMedia Technology, B.V., based in the Netherlands. Our United States headquarters is in Mill Valley, California, and we have an office in Madison, Wisconsin; the operations, field and project teams are distributed across the U.S. in order to be near our growing client base. Our project teams are led by professionals with deep experience in GIS, government, and technology. We leverage the talent, experience, innovative technology, and resources of our team around the world to bring the greatest value to our U.S. clients.

We are proud that our data collection operators include full-time and project-based staff recruited through our partner, **Veteran's Staffing Network**, which solely recruits and places individuals with U.S. military experience, discipline, and commitment.

### Veteran's Staffing Network

The Veteran Staffing Network is a social enterprise business developed by Easterseals DC MD VA that builds on their long experience in veteran employment programs. Their commitment to reaching out to the military community goes back to World War II. Easterseals has a long history of providing support to individuals who need a helping hand. They are poised with their nationwide affiliate network to navigate the often-difficult journey as our service members return home.

As a non-profit organization, they reinvest all revenues generated by the Veteran Staffing Network to provide crucial support services for veterans, wounded warriors, and their families. **Their employees are themselves veterans, many of them service-disabled veterans. They are veterans serving veterans.**

### THEIR APPROACH

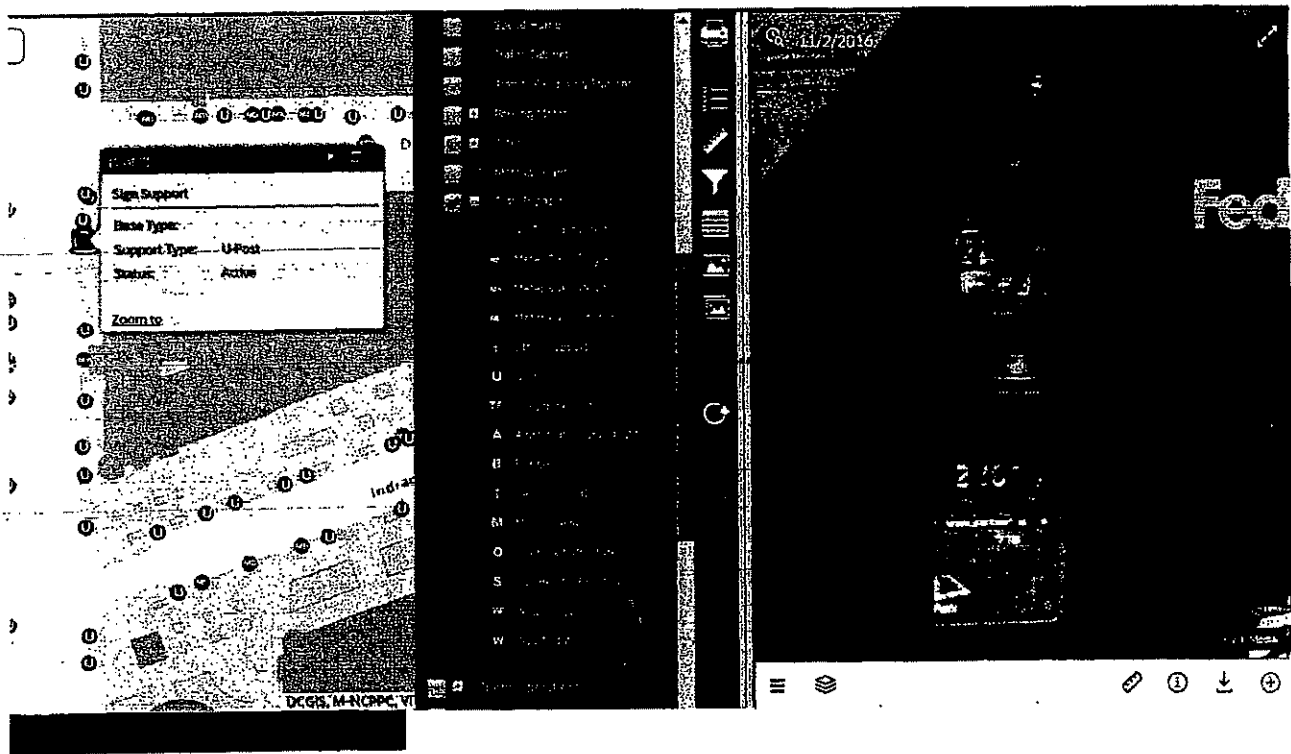
The Veteran Staffing Network provides technical assistance and comprehensive support to address the needs of our military service members. They take an ecosystem approach that attacks the barriers to employment, supporting veterans, their families, and the organizations that employ them.

They work with employers like CycloMedia to fill temp-to-perm, contract, and direct-hire placements. They accomplish this by bringing together diverse constituencies and strengths in an innovative way to support both the business seeking to hire top-notch employees and veterans transitioning to civilian life. **VSN builds a bridge between veterans and employers, providing the support that each individual needs in order to succeed.**

## Representative Projects

CycloMedia has experienced, demonstrated success collecting street level imagery and data and extracting and analyzing roadside feature data from various asset types, including, but not limited to, the following:

- Finished floor elevations
- ADA ramps
- Pavement marking
- Walls
- Guardrails
- Striping
- Fences
- Signs (MUTCD)
- Light posts
- Bridge heights
- Parking meters
- Alleyways
- Pedestrian and bike trails

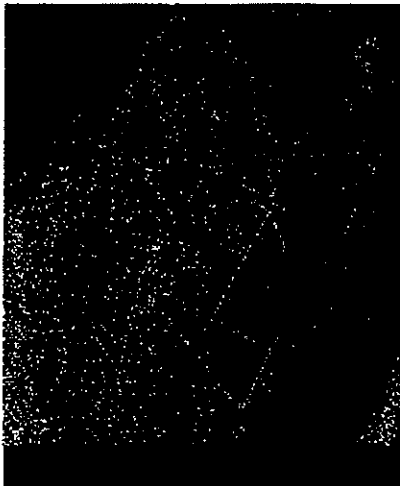
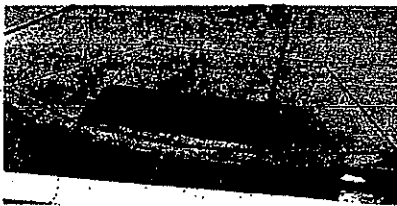
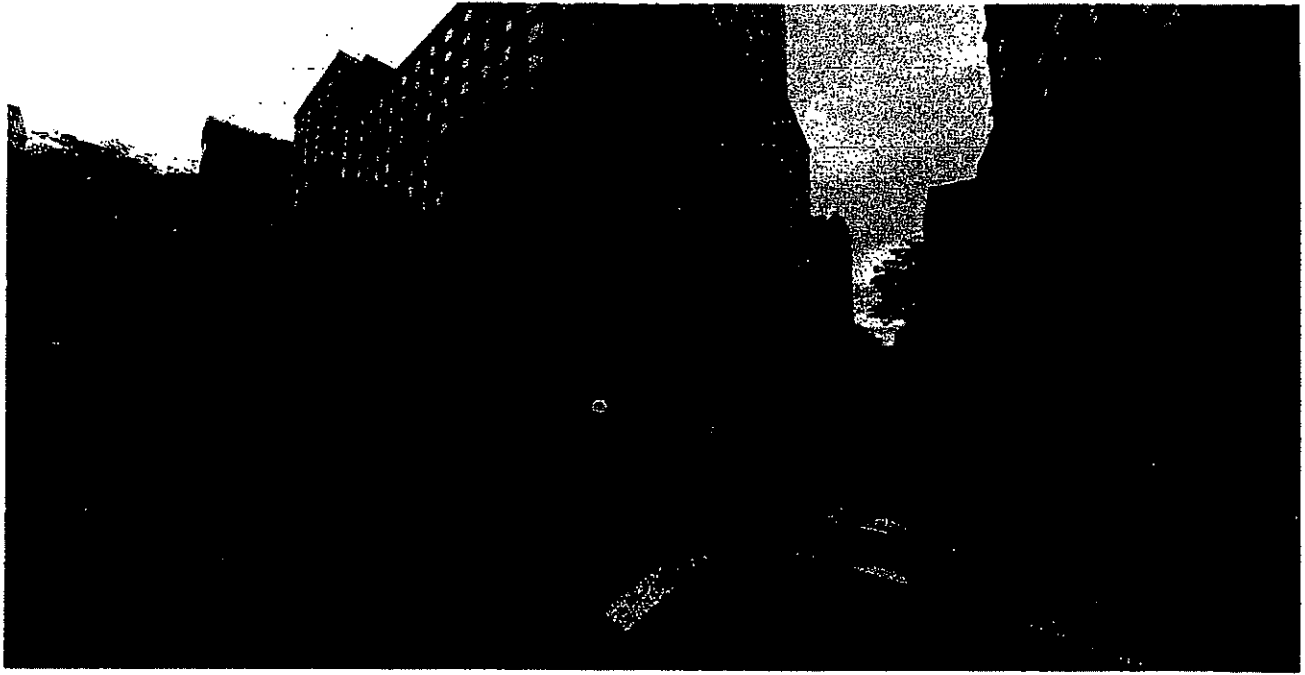


### PROJECT DATA

- Completed on schedule
- Completed within budget

## Washington, D.C. Department of Transportation (DDOT)

CycloMedia began working with DDOT in 2013 on a District-wide capture of street level imagery (including alleyways). In 2016, CycloMedia entered into an agreement with DDOT to also extract MUTCD Street and Local D.C. traffic signs, and parking meters for the wards of the District. The inventory and extraction requirements from DDOT—including 300,000+ assets fulfilled by CycloMedia—are a significant proof point of the firm's ability to deliver projects on time and within budget. In 2017, the District retained CycloMedia to capture an additional 300,000+ MUTCD road markings.



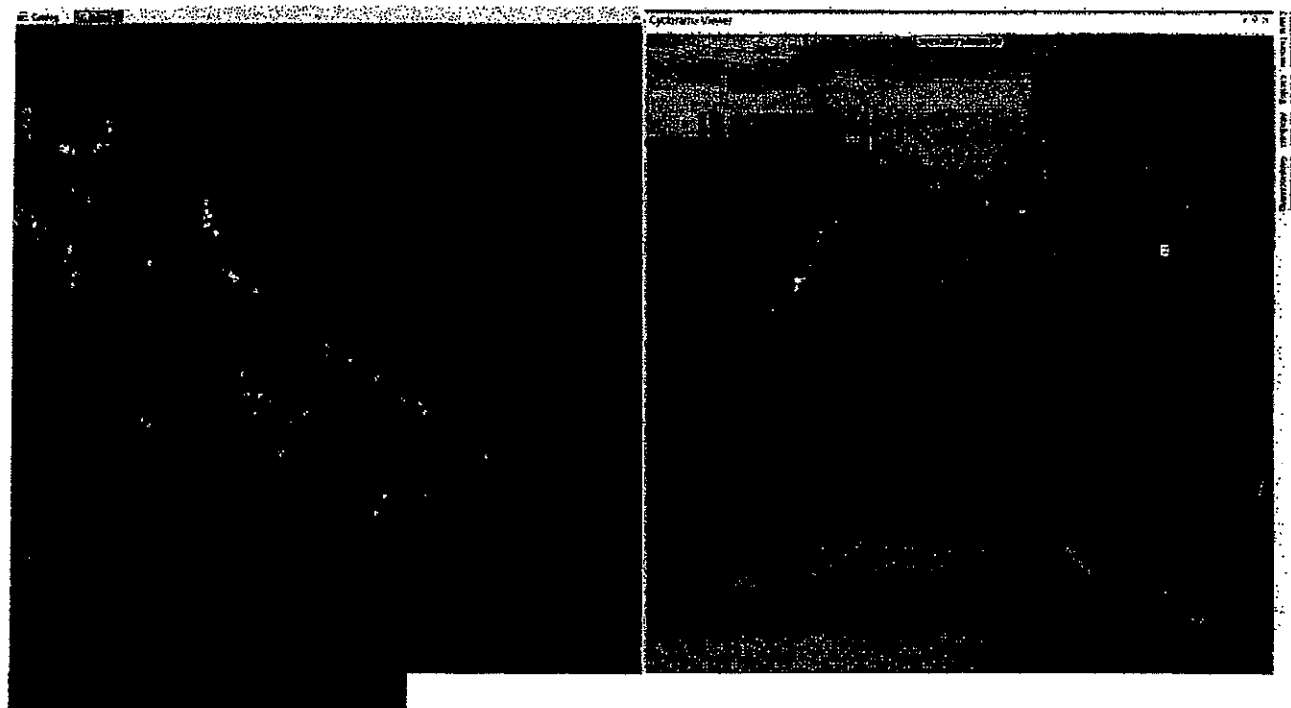
## The City of New York Pedestrian Ramp ADA Compliance Project

The City of New York, through the New York City Department of Transportation (NYCDOT), has initiated an important citizen-oriented project to inventory and analyze all of its 350,000+ pedestrian ramps located at approximately 160,000 corners throughout the City. Included in this number are other legal street crossings throughout the City, such as mid-block crossings, medians, private streets, and those located on Federal and New York State properties. This project will be used to create a prioritized plan to ensure all existing ramps are compliant with the Americans with Disabilities Act (ADA) guidelines. The ADA standards are focused on enabling equal access to a city for all local and visiting pedestrians. Equal Access for All is the driving force behind this important project within the City of New York.

CycloMedia Technology, Inc. has been contracted by the City to lead the charge in building a citywide database of all existing pedestrian ramps. Using advanced street level imagery and other data collection technologies, CycloMedia performed a comprehensive extraction of information for each individual ramp to evaluate its compliance with ADA guidelines. This project leverages up-to-date, high-definition street level imagery and lidar to construct a 3D model of each pedestrian ramp. Each individual ramp is visually inspected to identify obstacles and other impediments to accessibility. The detailed and comprehensive nature of this project moves the City of New York into a position of leadership in the drive to provide a high level of accessibility for all citizens.

### PROJECT DATA

- Completed on schedule
- Completed within budget



**PROJECT DATA**

- Completed on schedule
- Completed within budget

**Byers Engineering**

CycloMedia was contracted by Byers Engineering to provide street level imagery, lidar and asset extraction services. An Atlanta based company, Byers provides outside and inside plant design, project management, inspection, and right-of-way acquisition services, and both wireline and wireless for major utilities, cable television, communication and commercial companies throughout the U.S.

CycloMedia's solutions benefit Byers' Los Angeles project team, which is in the design/permitting stage of a new 5G network for a well-known communications company.

The following benefits of this collaboration have been identified by Byers:

- Speedy deliverables
- Expedited design and permitting
- Allowing their client to go to market quicker
- Reduced "feet on the street"
- Real-world situational awareness via CycloMedia imagery
- Complementing design process with integration into Esri solutions

## Compliance with Local, State, & Federal Laws

CycloMedia is committed to Harris County's compliance standards and the policies of all administration of public and federally compliant contracts. We are an equal opportunity employer and provide employment opportunities to veterans with disabilities, work with Disadvantaged Business Enterprises, and we comply with Title VI of the Civil rights act of 1964.

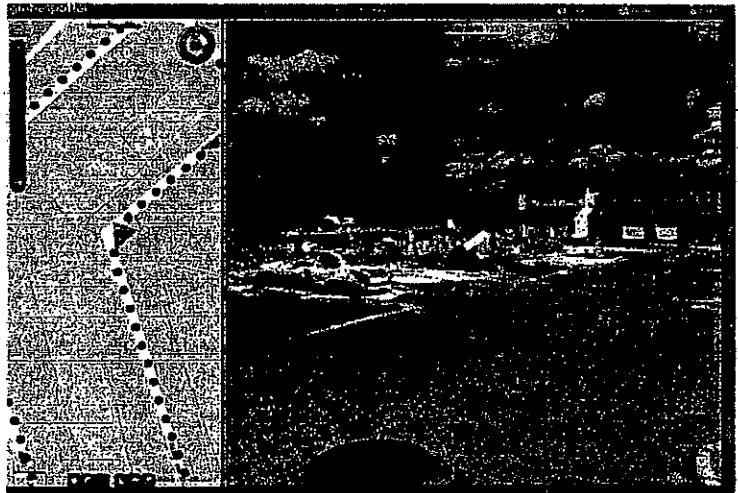
CycloMedia has executed county- and citywide contracts across the country. We currently hold contracts with Williamson County, TX; City of Houston, TX; and City of Conroe, TX. CycloMedia also currently holds contracts in Maricopa County, AZ; Franklin County, OH; Ramsey County, MN; Monroe County, FL; New York City, NY; Washington D.C. and many other state and local governments.

The accomplishment of such a geographic spread of projects with state and local governments demonstrates CycloMedia's ability to adhere to the policies required by differing local and state laws, in addition to the federal government's.

## Disaster Recovery

On May 1, 2016 a wildfire in Fort McMurray destroyed approximately 2,400 homes and displaced another 2,000 residents in three communities after their homes were considered unsafe for reoccupation due to contamination.

CycloMedia was called to collect street view imagery of the area that suffered the damage from the wild fire. This allowed damage analysis of the homes in the area and a snap shot in time of asset locations on the public right of ways that had been damaged by the fire.



CycloMedia responded immediately and provided the city and county with valuable imagery of the damage to the area and important geolocations of assets, which resulted in the preparation of reports for funding and rebuilding the communities.

## Project Understanding

As a result of past conversations and meetings with both Harris County and the City of Houston Flood Control offices, CycloMedia has an in depth understanding of the requirements and scope of work for this project. CycloMedia has provided imagery to the City of Houston Housing and Community Development Department under a current contract and we understand the processes and workflow that will take place with the Harris County Community Services Department. Our team of experts has had comprehensive discussions with County engineers regarding floor elevation extraction and CycloMedia's method for providing this information to the county to assist you in evaluating rising water entering a structure.

Additionally, the Harris County Appraisal District has seen our technology at several conferences such as the International Association of Assessing Officers (IAAO), Geographic Information Systems and Computer Assisted Mass Appraisal (GIS CAMA) conference, Texas Association of Appraising Districts (TAAD) conference and the International Esri User's Conference. These conferences gave us the opportunity to demonstrate how CycloMedia's street view imagery can benefit and streamline the mass appraisal process as demonstrated at the conferences stated above.

We know your organization, we have spoken closely with several departments and stakeholders, and we understand the goals and the drive behind this project. We are prepared to be your partners in seeing this concept become reality for Harris County.

## Project Team

CycloMedia will bring together a senior team of business, technology, project management, and domain expertise to plan and execute a results-oriented, high-quality project for the County. The team will include the following individuals:

# JOSEPH ASTROTH

## CEO

Joe Astroth brings over 25 years of experience in executive management in the geospatial industry to the team. Joe is also recognized as a leader in the world of education, with 10 years of experience as both professor and chief education officer for a Fortune 1000 company. He currently serves on five Board of Directors and Executive Advisory boards. Joe is well-known for his tremendous work ethic and his public speaking engagements.

Joe fills an advisory role on this project, serving as a resource to the project team and to Harris County. He is available to you at any point throughout the project and can be reached by email at [jastroth@cyclomedia.com](mailto:jastroth@cyclomedia.com).

### EDUCATION

Ph.D., Computer Cartography,  
Spatial Modeling & Analysis –  
University of Chicago

### YEARS OF EXPERIENCE

29

### AREAS OF EXPERTISE

- Leadership
- Software as a Service
- Education
- Design, Engineering,  
Mapping, and Navigation

# JIM MICHEL

## PROJECT MANAGER

Jim Michel is a senior sales engineer and data analytics project manager with a strong technical background in remote sensing and GIS. Jim has extensive experience managing projects for large federal clients, local governments, and utilities. He strives to understand his clients' end goals through in-depth communication. Jim also mentors many of our junior employees in customer relations and communication.

Jim is responsible for managing projects from start to finish, training the analytics team, working with our solution engineer as-needed, implementing quality control, and overseeing the final data delivery to our clients. He holds regular meetings with clients to give project status updates and receive delivery feedback. He also holds regular internal meetings with the project team to ensure all groups are on track to meet project deadlines.

### EDUCATION

BS, Imaging Science –  
Rochester Institute of Technology

### YEARS OF EXPERIENCE

16

### AREAS OF EXPERTISE

- Project Management
- Imaging Science
- GIS
- Technical Software and Hardware Integration

### Related Projects

#### ADA PEDESTRIAN RAMPS – NEW YORK CITY, NEW YORK

CycloMedia collected street level imagery and lidar with extraction and delivery of over 300,000 ramps citywide, with each ramp including over a dozen measurements. Jim managed the project from start to finish, designed and guided the design of technical pieces, established project-specific QA processes, and managed client interactions and deliveries.

#### VEGETATION EXTRACTION – PG&E, CALIFORNIA

This ongoing project with PG&E includes the collection of lidar and imagery with extraction of utilities and vegetation encroachment. In addition to maintaining regular communication with the client and providing progress reports, Jim has been closely involved with monitoring the QA/QC procedures and final deliveries.

#### FIRST FLOOR ELEVATION PILOT – NEW YORK CITY, NEW YORK

CycloMedia collected street level imagery and lidar with extraction and delivery of first floor elevations for this pilot project for New York City. Jim managed the pilot project, was closely involved with collection and processing coordination, and managed client interactions and deliveries. This pilot project was the same type of project to be completed for Harris County.

# PAUL MADRID

## ACCOUNT MANAGER

Paul Madrid is passionate about providing the right solution to the right situation. His top priority on any project is understanding his client's needs and how he can help them achieve their goals. He is fully committed to providing the highest possible standards of customer service. Paul is an expert in local state and government entities, and applies his 11 years of geospatial experience to each project. Paul previously served 21 years in the United States Army as a Military Intelligence Analyst. Through this experience, he has developed a high level of attention to detail, an ability to create innovative solutions, and a high degree of adaptability.

### EDUCATION

MS, Information Technology –  
University of Phoenix

### YEARS OF EXPERIENCE

Geospatial: 11

Military: 21

### AREAS OF EXPERTISE

- Local State and Government Entities
- Project Planning
- GIS
- Training
- Intelligence Analysis

### Related Projects

#### PUBLIC WORKS – TOWN OF COLLIERVILLE, TENNESSEE

CycloMedia collected approximately 400 capture miles for this public works project in Collierville, Tennessee. The project included the collection of street level imagery and lidar with extraction of over 40,000 water valves. Paul was a valuable resource to both CycloMedia's project team and our contacts at the Town of Collierville throughout the length of the project.

#### HOUSTON HOUSING AND COMMUNITY DEVELOPMENT – CITY OF HOUSTON, TEXAS

CycloMedia collected over 8,000 capture miles of street level imagery and lidar data for the City of Houston to assist in meeting their housing and community development goals. Paul oversaw the project progress and kept in frequent contact with the City of Houston.

#### WILLIAMSON COUNTY APPRAISAL DISTRICT – WILLIAMSON COUNTY, TEXAS

This tax assessment project for Williamson County included the collection of over 4,200 miles of street level imagery. CycloMedia extracted and delivered still images for over 200,000 parcels. Paul was involved with the project from start to finish, overseeing the progress of the project internally and communicating project updates to Williamson County on a regular basis.

#### RAMSEY COUNTY ASSESSMENT OFFICE – RAMSEY COUNTY, MINNESOTA

Ramsey County requested the collection of street level imagery for over 2,750 miles. CycloMedia extracted and delivered still images for over 165,000 improved parcels. Paul served as a resource to the project team and the client throughout the life of the project.

# KORY AINSWORTH, PSM II

## DATA OPERATIONS MANAGER

Kory Ainsworth is committed to team-building and mentoring those around him to develop their skills. With over five years of experience in GIS, Kory is responsible for ensuring all systems are maintained and fully staffed. He coordinates moving systems between projects and provides the resources needed for successful completion of data collection. Kory facilitates communication across multiple departments to ensure all project requirements are fulfilled.

As a result of his role within the company, Kory is involved with each and every project CycloMedia takes on, including those listed below. On a day-to-day basis, he coordinates the condition, location, and schedules of 18 systems and over 25 drivers.

### Related Projects

- Pedestrian Ramp ADA Compliance – New York, New York
- Tax Assessment – Jefferson County, Kentucky
- Utility – Ledcor; Chicago, Illinois
- Tax Assessment – PG&E; California
- Tax Assessment – Boston, Massachusetts
- Tax Assessment – Philadelphia, Pennsylvania
- Tax Assessment – Maricopa County, Arizona

### EDUCATION

BS, Mathematics – University of Wisconsin - Oshkosh

### YEARS OF EXPERIENCE

5

### AREAS OF EXPERTISE

- Innovative Problem Solving
- Client Advocacy
- Interdepartmental Communication
- Team Leadership
- Project Planning
- Data Collection Systems

### CERTIFICATIONS

Professional Scrum Master II

# ANDREW BOHNSACK

## FIELD OPERATIONS MANAGER

Andrew Bohnsack is a reliable project manager whose experience has been tempered through 10 years of service in the U.S. Navy. He has successfully managed over 25 imagery collection projects across 15 states. Andrew is responsible for field operations, including imagery collection, data transfer, equipment and vehicle maintenance. He oversees the day-to-day operations of all vehicles and system operators, combining patience, determination, and persistence to resolve issues quickly and efficiently.

### Related Projects

- Williamson County Appraisal District – Williamson County, Texas
- Houston Housing and Community Development – City of Houston, Texas
- Pedestrian Ramp ADA Compliance – New York, New York
- Tax Assessment – Jefferson County, Kentucky
- Utility – Ledcor, Chicago, Illinois
- Tax Assessment – PG&E, California
- Public Works – Town of Collierville, Tennessee
- Tax Assessment – Boston, Massachusetts
- Vertical Clearances – Colorado Department of Transportation
- Tax Assessment – Philadelphia, Pennsylvania
- Tax Assessment – Maricopa County, Arizona

### EDUCATION

BA, History – University of Northwestern, St. Paul

Electronics Technician "A" – Naval Submarine School

### YEARS OF EXPERIENCE

14

### AREAS OF EXPERTISE

- Project Management
- Data Collection Systems
- Data Transfer
- System & Vehicle Maintenance
- Electrical Systems

## BROCK DUOS

### SOLUTION ENGINEER

Brock Duos is a GIS Professional with over 10 years of experience producing quality data deliverables to clients. His previous experience includes serving as team lead for large-scale data extraction projects, assembly and QC of final asset extraction deliverables, serving as a Customer Success Manager for a portfolio of hundreds of accounts, as well as experience across a large number of mapping and processing software suites.

Brock is responsible for assisting with the GIS services component of the project. Additionally, he provides project management support and quality control of final deliverables.

#### Related Projects

##### **LARGE SCALE ASSET EXTRACTION – MIAMI, FLORIDA**

This project for the City of Miami involved citywide collection of imagery and lidar with extraction of a large number of assets. Extracted assets were loaded into the City of Miami's operations management system.

Brock worked closely with the Account Executive, Project Managers, and the City of Miami to ensure that the deliverable met all expectations and answered any client questions that arose. He also led software training.

##### **PROJECT STATUS UPDATES – NEW YORK CITY, MIAMI, & BOSTON**

CycloMedia maintained and provided status update information and maps on a weekly basis around the current imagery and lidar collection efforts.

Brock worked with various Account Executives across these cities to ensure that timely, up-to-date maps and spreadsheets were provided for clients to track the status of any ongoing collection activities.

##### **POST DELIVERABLE CLIENT TRAINING – CITY OF HOUSTON, TEXAS**

Brock performed initial introduction to CycloMedia software for City of Houston staff and acted as a point of contact around account management and training needs. These training sessions provided the City of Houston with an introduction to the capabilities of the CycloMedia and best methods to navigate street level imagery, as well as how to make measurements and manipulate asset data within the imagery.

#### EDUCATION

BS, Geographic Information Science – Louisiana Technical University

#### YEARS OF EXPERIENCE

10

#### AREAS OF EXPERTISE

- Project Management
- GIS
- Databases
- ArcGIS
- Esri

# GRANT JOHNSON

## DELIVERY MANAGER

Grant Johnson has over three years of GIS and project management experience. He values his relationships with clients and is committed to working closely with them to determine solutions that best fit their needs. Grant's area of expertise is the local government and State DOT space.

Grant determines resources needed and establishes an extraction and delivery schedule. Throughout the life of a project, Grant oversees the data extraction, QA/QC, and delivery teams to ensure the highest quality data is delivered to our clients and will easily integrate into existing workflows. He keeps the project manager informed and up-to-date on project progress. Grant also coordinates with our sales team and clients in these industries to demonstrate our data analysis capabilities for interested parties.

### Related Projects

#### **VERTICAL CLEARANCES – COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)**

This project with CDOT included the collection of imagery and lidar and the extraction of vertical clearance measurements of both bridges and overhead sign structures. Grant worked closely with CDOT's asset management team to customize naming conventions of bridge measurements and attributes in order to provide a more seamless integration into their existing database. He was also heavily involved with the QA/QC processes.

#### **UTILITIES – WINDSTREAM; ALABAMA & KENTUCKY**

For this telecommunications project, CycloMedia collected imagery and lidar and extracted pole location, type and height of pole attachments, and vertical clearance measurements at midspans throughout Alabama and Kentucky. In addition to overseeing the progress of the project, Grant developed a tool to integrate all measurements spread across multiple layers into a single layer for the client's ease of use.

#### **UTILITIES – CITY OF LOS ANGELES, CALIFORNIA**

CycloMedia collected street level imagery and lidar data for the City of Los Angeles and extracted ground-based utilities for a 5G network design. Grant trained the team of Data Extraction Analysts to further their understanding of utility systems beneath the pavement.

### **EDUCATION**

BS, Integrated Science and Business – University of Wisconsin- Whitewater

### **YEARS OF EXPERIENCE**

3

### **AREAS OF EXPERTISE**

- Project Management
- Training
- Lidar
- Data Management & Organization
- ArcMap
- ArcGIS Pro
- ArcCatalog
- Microsoft Access



# MATTHEW LUPER

## QUALITY ASSURANCE MANAGER

Matthew Luper oversees a team of Quality Assurance Analysts and ensures industry-standard best practices are followed at all times. He develops QA processes and documentation for all projects, and is committed to researching and implementing quality improvement techniques. Matt maintains regular communication with Delivery Managers and Data Extraction teams to ensure project milestones are being met. Matt believes in proactively identifying and correcting issues.

### Related Projects

#### SIGN INVENTORY – PIMA COUNTY, ARIZONA

The project for Pima County included collection of street level imagery and lidar, along with extraction of signs. At the time this sign inventory project was completed, it had our highest level of asset extraction and attribution.

Due to the unique nature of the project, as QC Lead he built the project-specific QC processes from scratch. Matt trained the Data Extraction Analysts on all new attributes and performed the majority of the QA/QC on the project himself.

#### VEGETATION EXTRACTION – PG&E, CALIFORNIA

This ongoing project with PG&E includes the collection of lidar and imagery with extraction of utilities and vegetation encroachment. Matt took point in building a process to make QA/QC as efficient as possible. The high level of complexity and detail on this project means Matt is heavily involved with tools and processes on a daily basis.

#### SIGN INVENTORY – DBI GRIC

CycloMedia collected street level imagery and lidar and extracted sign data. As Quality Manager, Matt developed project-specific QA processes, provided quality feedback, and corrected errors.

### EDUCATION

AFA, English – Carl Sandburg College

### YEARS OF EXPERIENCE

1

### AREAS OF EXPERTISE

- Quality Assurance
- Procedure Development
- GIS

# Capacity & Resources

CycloMedia has a long history of working with lidar collection and feature extraction in the Government and Private sectors across numerous markets. Using our street level imagery and lidar, CycloMedia has successfully extracted and delivered over 100 unique asset types. Our company is currently delivering over 1,000 miles of feature extractions per week across multiple markets. We have performed successful projects similar to this project described by Harris County, and have every confidence in our ability to perform your project above and beyond expectations.

We employ a highly-trained workforce focused on production, development, training, and quality assurance. Our in-house training team gives us the ability to cross-train production employees and allow for the shifting of resources to meet all project needs and requirements. We employ a team of full-time analysts and have the ability to scale up as workloads increase.

We have a deep bench strength—your project team is backed by staff across the U.S. with a breadth of experience. If, for any reason, someone from the project team is unable to continue on your project, we can quickly and easily bring another expert up to speed on project specifics. In addition to our U.S. teams, we have a parent company in the Netherlands that is always available to draw resources from. With such a large pool of experts worldwide, we are confident in our ability to complete your project on schedule and within budget.

## Project Scope

CycloMedia will collect and deliver street level imagery and lidar, as well as all features, including, but not limited to, the items that are listed in Attachment B:

- CycloMedia GeoCyclorama™ 360° x 180° 100 Megapixel Panoramic HD imagery
- Lidar point cloud data
  - CycloMedia will use mobile vehicles as the platform to collect imagery, lidar, and specified types of assets. System components of our platform include an Inertial Measurement Unit (IMU), Global Navigation Satellite System (GNSS), digital camera, and laser scanner. This process is further described in the Organization & Project Methodology section.
- Data accuracy
  - CycloMedia GeoCyclorama™ 360° x 180° HD imagery has a typical positional accuracy of +/- 10 cm (+/- 3.94") and typical measurement accuracy of +/- 0.79".
  - Measurement capability for accurate x, y, and z points, lines, and polygons, including the standard deviation of the precision of each measurement
- Positional Quality
  - Geo-referencing: The average standard deviation of the recording position is 10 cm (3.94 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).
  - Image continuity: There are no visible transitions (parallaxes) between sections of the

image.

- Upright image: When a GeoCyclorama is captured on a slope it is automatically corrected to appear as if the image was taken horizontally (level).
  - Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025°.
  - Precise measurements of objects: X, Y and Z coordinates have an average absolute standard deviation of 10 cm (+/- 3.94 in), excluding in long tunnels, forested areas and urban canyons.
  - Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of around 2 cm (0.79 in).
- Expertise and training
    - CycloMedia has a proven methodology and successful record of street level imagery, lidar and asset extraction projects in the local government environment. These projects are significant in scope and budget, and have been performed for CycloMedia clients including Washington, D.C., Colorado Springs, (CO), New York City, and Maricopa County (AZ).
    - CycloMedia's project team includes individuals with high levels of expertise and experience on similar projects. Please refer back to the Firm Experience & Qualifications section for details.
    - Up to four hours of web-based training is included with the license agreement (at no cost), and additional web-based training or on-site training is available for a fee.
    - Technical support services, via phone or email, are available Monday-Friday, 8:00am – 5:00pm Pacific Standard Time. Typical response/resolution time for technical support inquiries is within 24 hours of initial contact. The CycloMedia Service Desk contact form for all support cases is on our website at: <https://www.cyclomedia.com/us/servicedesk-contact>

In addition, CycloMedia's Street Smart application includes a feedback button that the user can click to start a support case.
  - GIS feature classes
    - CycloMedia will provide point cloud data, features and metadata in compatible industry formats. Given our unique high-level partnership with Esri on both the business and technology fronts, CycloMedia will deliver digital data under the Esri Geodatabase file format. Additional data format deliverables will include, but not be limited to:
      - Lidar files format LAZ
      - CADD data file formats dgn, dwg
      - GIS data Geodatabase file formats GDB, SHP
      - CSV
  - Integrations: Adding value to working with CycloMedia, we offer integration tools with the following leading solution providers:
    - Tyler Technologies
    - Cartegraph
    - EagleView (Pictometry)

- Nearmap
- Esri (Gold Partner): ArcGIS Online, ArcMap, ArcPro, as well as Esri Roads and Highways
- AutoDesk: AutoCAD, AutoCAD Map 3D, AutoCAD Civil 3D & Bentley Solutions.
- Progress and final reports
  - CycloMedia will deliver a project progress report every two weeks.
  - In addition, we deliver imagery capture and assets on a rolling schedule basis throughout the project duration, within the 4-month project timeline.
  - The project Final Delivery Report will provide a summary of the overall miles driven, area collected and positional accuracy of the recording points. Each GeoCyclorama™ has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information.
- Additionally, CycloMedia will provide the County with browser-based software for viewing, reporting, and measuring using GeoCycloramas, as offered as a part the License Agreement—at no additional cost to the County.

### Financial Capacity

CycloMedia Technology, Inc. is confident in our ability to perform this project based on our strong current financial position and projected future financial capacity. We have seen steady growth in revenue year-over-year in our U.S. business and generate a positive cash flow with no external long term debt. Many of our clients are repeat customers, supporting a strong, steady income stream for years to come. Meanwhile, we add new clients each year, helping our company generate profitable growth.

Our parent company, CycloMedia Technology B.V., is based in the Netherlands and has a 30-year history of financial success and stability. The project described by Harris County is of typical size and nature for CycloMedia and we are confident in our ability to perform this project, financially and otherwise. We expect no issue with the financial responsibilities taken on if the project is awarded to CycloMedia.

### Individual Capacity

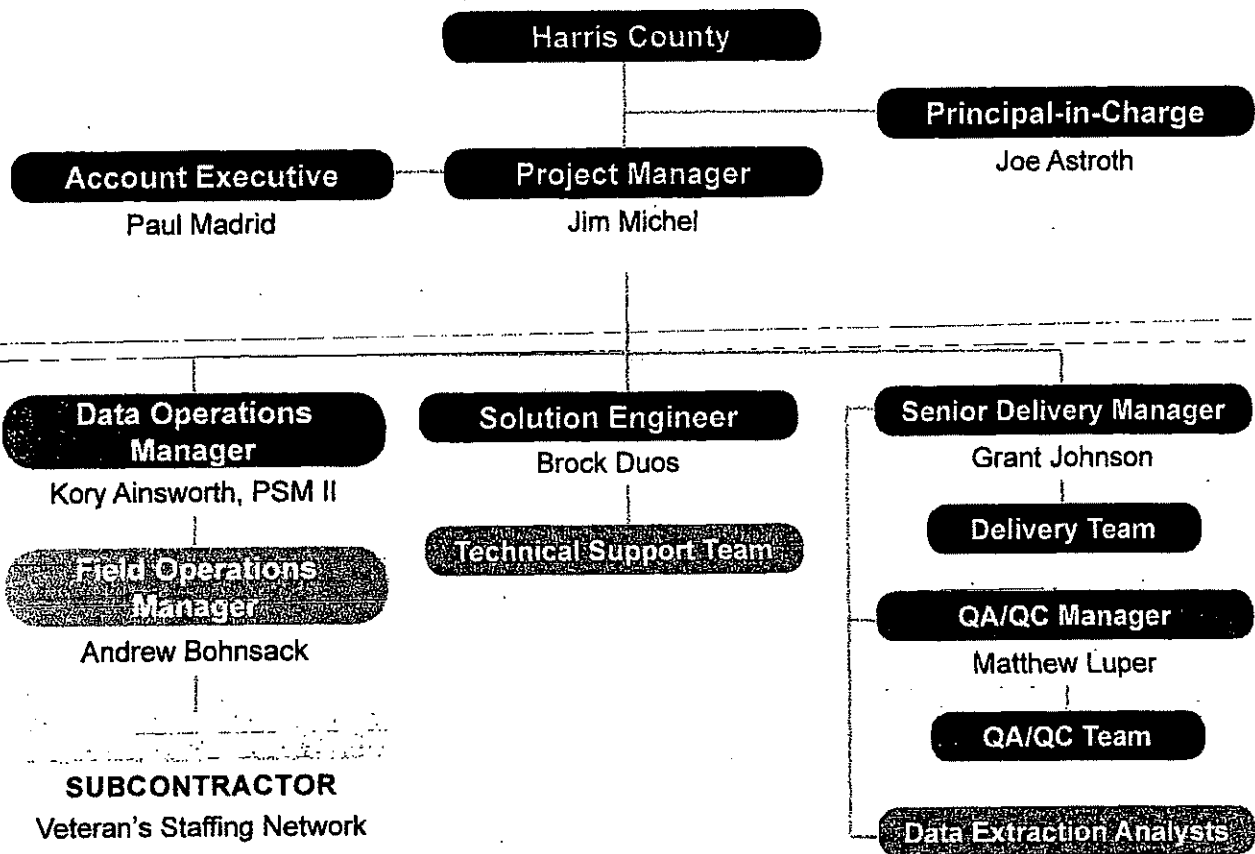
The following page shows a proposed project schedule along with the individual workload capacity of the project team.



# Organization & Project Methodology

## Organization

CycloMedia employs individuals with a depth of experience in the GIS industry. These professionals are experts in their fields and together comprise a well-rounded team of skilled specialists. Combined, our project team brings nearly 100 years of specialized experience in the GIS industry to apply to your project. The organizational chart below establishes the structure and hierarchy of the project team.



The following describes the roles and responsibilities of each position listed on the organizational chart:

**Principal-in-Charge, Joe Astroth:** Serves as a resource to the project manager and his team. Lends expertise and provides direction as needed. Available to Harris County as a resource if needed.

**Project Manager, Jim Michel:** Primary point-of-contact for Harris County. Manages the project as a whole. Establishes the scope, develops a schedule to meet client deadlines, provides regular progress reports to Harris County and ensures the project is proceeding as planned.

**Account Executive, Paul Madrid:** Serves as a resource to the project manager and his team.

**Data Operations Manager, Kory Ainsworth, PSM II:** Oversees the allocation of vehicles and collection systems to projects. Coordinates with field operations manager and project manager to ensure collection deadlines are met. Closely involved with coordinating collection of areas with restricted access. Communicates collection progress to project manager and senior delivery manager. Ensures collected data reaches the office in a timely manner.

**Field Operations Manager, Andrew Bohnsack:** Oversees day-to-day data collection. Responsible for maintenance of vehicles and systems. Communicates with Data Operations Manager to convey collection status.

**Drive Team:** Operates the vehicle and all systems. Responsible for complete coverage of collection areas.

**Solution Engineer, Brock Duos:** Assists with GIS services component of the project. Supports the project manager. Supports quality manager in providing quality control of final deliverables.

**Senior Delivery Manager, Grant Johnson:** Oversees delivery team, QA team, and data extraction analysts. Determines resources needed to complete the project. Assists project manager with establishing an extraction and delivery schedule. Communicates project progress to project manager. Tracks project metrics. Responsible for ensuring data format is compatible with Harris County's existing processes.

**Delivery Team:** Formats and prepares data for final delivery. Responsible for ensuring delivery deadlines are met.

**QA/QC Manager, Matthew Luper:** Oversees quality team. Understands project requirements and establishes QA processes to meet requirements. Communicates project-specific quality requirements to data extraction analysts and provides training if necessary. Maintains communication with senior delivery manager and data extraction analysts. Provides feedback to data extraction analysts on quality.

**Quality Team:** Ensures quality of data extracted by data extraction analysts. Corrects errors and provides feedback to data extraction analysts. Delegates rework to data extraction analysts as needed.

**Data Extraction Analysts:** Analyze and extracts assets based on client specifications.

## Mobilization

Project preparations begin early in the process—as soon as CycloMedia receives notice of intent to award the project, the project team begins to move forward with preparing to start collection and training teams on project-specifics for extraction. Two things will happen simultaneously once a contract is signed: (1) CycloMedia will begin allocating staff to the area (generally a two to three week process); and (2) because we have previously-collected data in the Houston area, we will be able to commence asset extraction immediately, leading to a quick delivery. Harris County will experience no delay between a signed contract and project beginning.

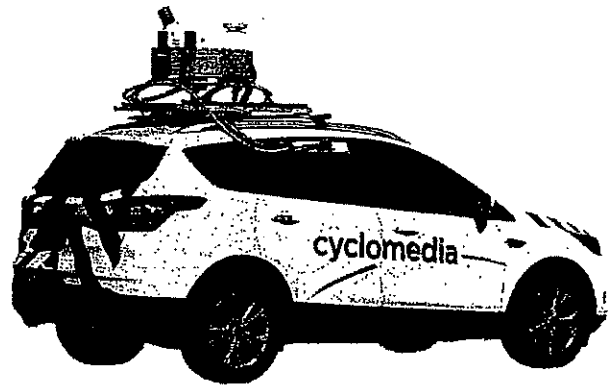
## Collection Methodology

CycloMedia owns a fleet of 39 vehicles fully equipped with our patented street level imagery cameras and lidar systems. Eighteen of those vehicles are dedicated solely to our U.S. market. Vehicles and collection systems are operated by our team of drivers, most of whom are military veterans local to your area, recruited through Veteran's Staffing Network. We are proud to be one of the only reality mapping companies employing local veterans.

To prepare for collection, the entire collection area is broken down into smaller sections of 80-120 miles, called drive files. These drive files are numbered in order of priority and efficiency and then uploaded to the vehicle's collection software. As the operator drives, in-vehicle display provides immediate image quality feedback to the driver along with a map showing progress in completing the capture of the project area. Green markers are placed on the map to indicate when an image has been successfully recorded.

If there are any errors with the camera, available light, global positioning system (GPS) signal, or inertial measurement unit (IMU) readings, a red marker signifies to the driver that an image needs to be recaptured immediately.

The driver regularly previews captured imagery to ensure that the cameras are functioning properly



*CycloMedia's collection systems are specifically calibrated for the Ford Escape.*

and the five camera lenses are free of dirt, pollen, insects, etc. A periodic visual check and cleaning of the camera lenses is also performed. As each drive file is successfully collected, the driver sends raw data to CycloMedia's processing team. Our GIS analysts review the raw data for completeness and image quality, and order re-collection as necessary. Data that has successfully passed checks for completeness and image quality is uploaded to Street Smart and is then ready for our data extraction teams.

CycloMedia's advanced imagery capture, storage, and retrieval solution includes a well-documented API, which uses industry standard programming languages and allows the GeoCyclorama™ imagery and software functions to be integrated into various systems and applications across your agency.





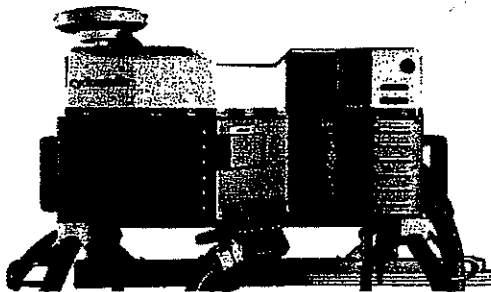
Our system provides a seamless, high-definition 360° by 180° street level view.

## Imaging

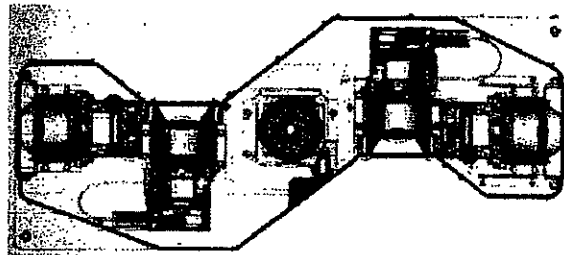
CycloMedia's technology revolves around our high-definition (HD), vehicle-mounted camera system. The imaging system is composed of five individual cameras (front, rear, left, right, top) and uses CycloMedia's technology to fire individually over a single recording point as the vehicle travels. The result is CycloMedia's patented GeoCyclorama™ – a seamless, parallax-free, spherical, high-resolution, panoramic image taken at street level. Every 16.4 feet (5 meters), an image (a GeoCyclorama™) will be generated, covering the entire road network provided.

Our 100 megapixel resolution imagery, with each pixel geo-coded, provides users with imagery that is both stunning and highly accurate.

CycloMedia's advanced imagery capture, storage, and retrieval solution includes a well-documented API, which uses industry standard programming languages and allows the GeoCyclorama™ imagery, lidar, and software functions to be integrated into various systems and applications across your agency.



CycloMedia's 10th generation camera system



Each camera is triggered in sequence as the vehicle drives over a single capture point every five meters.

## CAMERA SPECIFICATIONS

5 cameras (forward, back, left, right, top)

600 x 1000 panoramic (180° view) with no visible transitions (parallax) between sections of images

100 megapixel resolution

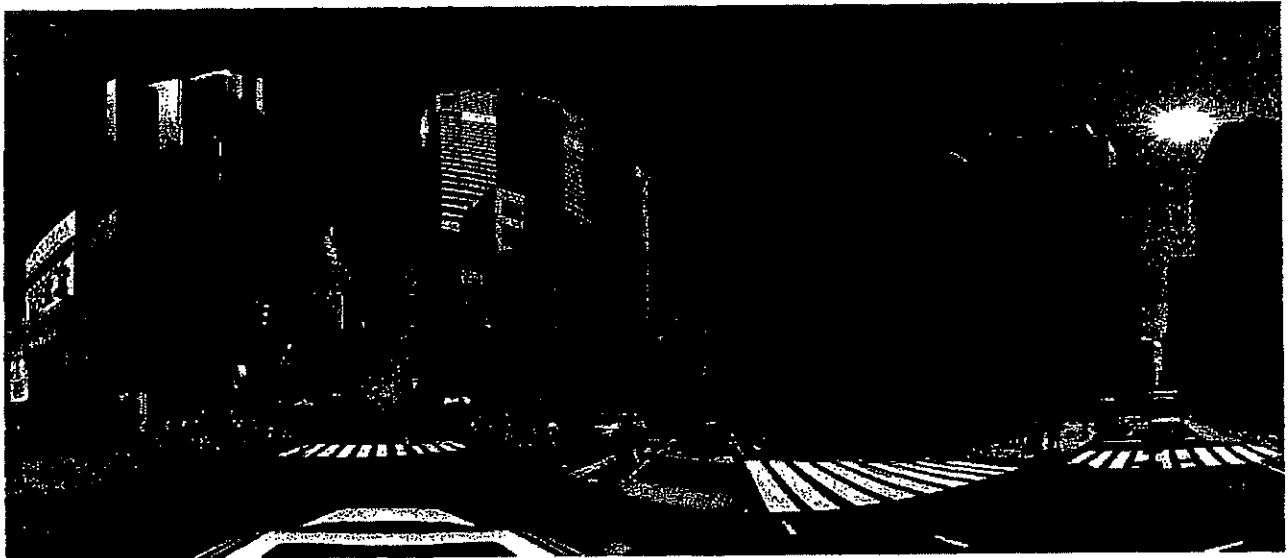
Geometrically accurate

CycloMedia GeoCyclorama™ 500 x 1000

HD imagery has a typical positional accuracy of 3/16" (0.1875") and a measurement accuracy of 2/16" (0.125")

Good image quality, there are no visible transitions (parallax) between sections of the image

Upright image when a GeoCyclorama™ is captured on a slope (for example, it is automatically corrected to appear as if the image was taken horizontally (level))



Sample GeoCyclorama of Times Square in New York City.

### PROCESSING & DELIVERABLES

CycloMedia imagery and software is comprised of accurate, high-resolution images embedded with geometrically true coordinates, date and time stamps and other metadata. The resulting solution provides a seamless 360° by 180° street-level view so authorized personnel can remotely assess sites and assets.

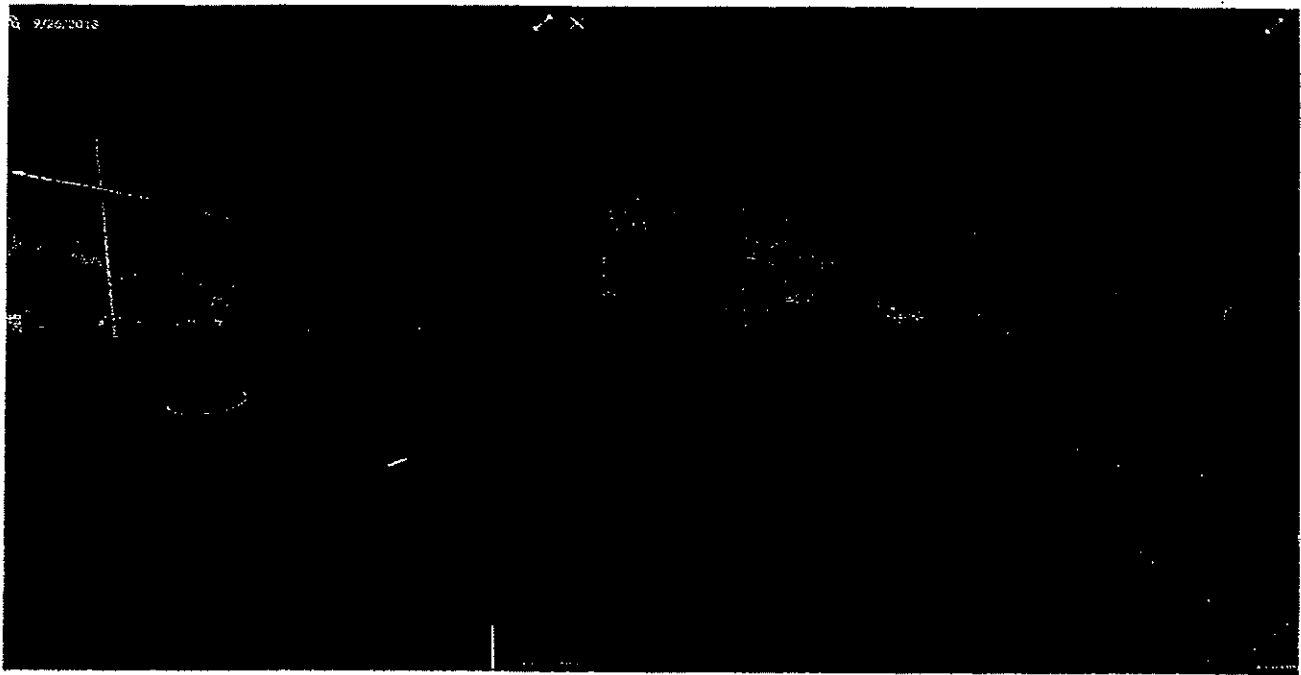
The raw position measurements from the GPS/IMU sensors in the vehicle, along with the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image.

CycloMedia will deliver 360° street level imagery in its native GeoCyclorama™ format.

Each GeoCyclorama™ has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information.



Sample GeoCyclorama of a rural highway.



Lidar data is simultaneously collected.

## Lidar

CycloMedia brings the added benefit of capturing lidar data simultaneously with our GeoCyclorama™ imagery. By this coincident capture method, we ensure the highest levels of both quality and accuracy.

Given precise imagery co-referencing, we can extract the RGB values to produce a photo realistic colored point cloud. The simultaneous capture of both imagery and lidar allows for creation of 3D GeoCycloramas™, which provide significantly faster measuring and asset extraction. Our 3D GeoCycloramas™ include a "depth surface" generated from the lidar, which turns our 360° panoramas into a 3D streetscape.

The high accuracy of the sub-inch resolution data allows for validation, precise measurements, and reporting to be handled efficiently in the office from a desktop. This enables the Harris County staff to be more productive and improves the efficiency and accuracy of asset management and maintenance.

### LIDAR SPECIFICATIONS

- Velodyne HDL-32E lidar sensors
- Collects 95,000 points per second
- Range rate: 100m
- Typical accuracy: ±2cm
- Field of view (Vertical): 10.67° to 30.67°
- Field of view (Horizontal): 360°

### PROCESSING & DELIVERABLES

CycloMedia refines the lidar data by processing it with our proprietary CycloPositioner software to increase its locational accuracy and perfect alignment in 3D space with our imagery.

Deliverables include the following:

- Colorized lidar point cloud
- Delivered via MS Azure Storage Explorer download
- LAZ format
- Shapefile key to show file location

## Positioning and Measurement Accuracies

- **Excellent positioning:** The average standard deviation of the recording position is within 10 cm (+/-3.94 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).
- **Geometrically correct:** The accuracy of the spatial angle between two pixels is 0.025°
- **Precise measurements of object locations:** X, Y and Z coordinates typically have an average absolute (positional) standard deviation of 10 cm (+/- 3.94 in), excluding in long tunnels, forested areas and urban canyons.
- **Precise measurements of distances:** Measurement of heights, lengths or widths have a relative standard deviation of around 2 cm (0.79 in).

### How we Meet the Proposed Accuracy

CycloMedia's GeoCyclorama imagery and lidar are captured by CycloMedia's advanced mobile mapping system that includes a high definition vehicle-mounted camera system, comprised of five individual cameras (front, rear, left, right, and up) using CycloMedia's patented technology to fire individually over a single recording point as the vehicle travels forward. Then, CycloMedia uses an advanced processing workflow to obtain high-quality positioning information on a large, systematic scale. The quality of our positioning information is known for every single GeoCyclorama.

The hardware of the mobile mapping system mainly consists of CycloMedia's patented multi-camera system and an integrated positioning system with a GNSS receiver to receive GPS signals and an Inertial Measurement Unit (IMU). We calibrate the total system to know the relative location and orientation of the individual system components with very high accuracy and validate these values in real time during image acquisition.

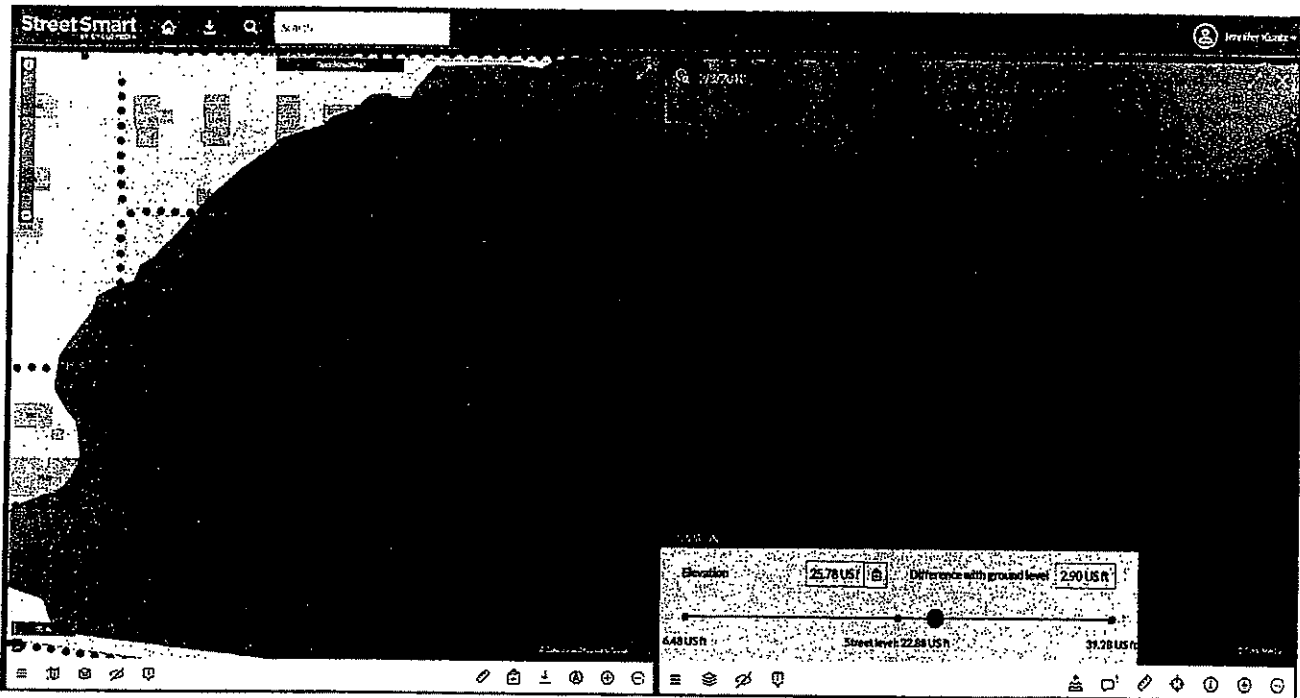
During post-processing, the IMU data is combined with the GNSS data to compute positioning information.

### Accuracy Guarantee

Our positioning information can be modeled as normal distribution in statistics. The standard deviation ( $\sigma$ ) gives a measure for the variation in the observations. After all processing steps have been completed, we stand behind an average standard deviation of the position quality to be 10 cm or better across the entire dataset of a state or entire country. For smaller subsets, such as a city center with many urban canyons, the positioning quality of the dataset can be less.

The quality of the absolute positioning based on GNSS depends on various factors and has the largest influence on the final standard deviation of a GeoCyclorama. These potential sources of errors include errors in satellite position, atmospheric signal delays, GNSS signals bouncing back from buildings and objects and hardware and clock errors in both the satellites and the GNSS receiver. Where possible, we correct for these errors using data from a reference station nearby.





The Street Smart™ Elevation Visualization tool, commonly called the "flood assessment tool," provides users with the capability to visualize flooding or drainage using a slider to shade the 3D GeoCyclorama based on elevation.

## Viewing Software

### Street Smart™

Value provided by CycloMedia's solution doesn't end after collection is completed. Once the imagery and lidar has been collected and processed, users begin to recognize the enhanced value of the CycloMedia solution through the use of our web-based Street Smart™ viewing application. Complete with measurement and other analytical tools, Street Smart™ can be used "stand-alone" (often used by non-GIS users) or within the framework of their existing GIS system (for traditional GIS users). To integrate GeoCyclorama imagery into Esri's ArcGIS platform, CycloMedia provides add-ins for ArcGIS Desktop software including ArcGIS Pro and ArcMap as well as a widget for Web AppBuilder for integration with ArcGIS Online. The Esri integrations are provided at no additional cost.

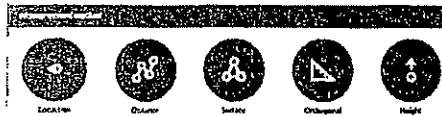
CycloMedia provides an unlimited number of user licenses of Street Smart™. Built on HTML5 technology and providing Cloud access to our 3D GeoCyclorama™ images and GIS tools, Street Smart™ can be used on desktop or tablet. It also

includes our Measure Smart feature, which makes measuring faster and easier.

### CAPABILITIES

- Search with address, postal code, or coordinates
- Measurement tools for distance, area, and slope
- Image capture and reporting
- Elevation visualization that represents the impact high water can have alongside an existing infrastructure or building
- Time travel to see previous imagery if on a regular capture schedule
- Pre-integrated viewer and measurement integrations with Cartegraph asset management, Esri GIS, AutoCAD and Bentley design applications
- Integration with APIs to create applications and work process integrations

Street Smart™ offers the end-user various measuring capabilities as shown in the screen capture below.

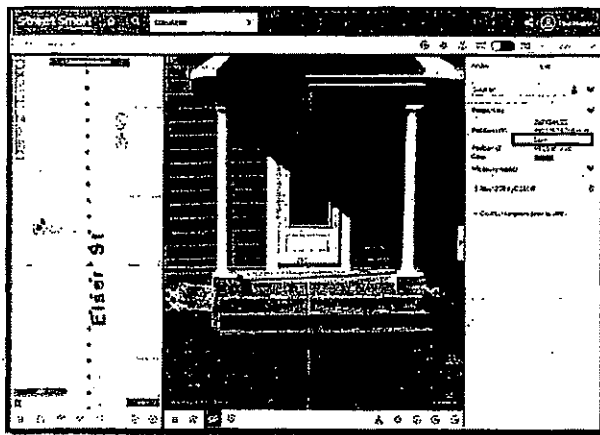


- **Location** – capture the x, y, and z coordinates of a location.
- **Distance** – measure distance between two or more points.
- **Surface** – measure area and perimeter of a polygon.
- **Orthogonal** – measure an orthogonal line. The user enters two points for a base line, then a third point opposite the line to create a line at 90° from the base line.
- **Height** – measure from bottom to top or top to bottom of an object.

focus, tint, brightness and contrast of the image, proper framing of the structure, with appropriate horizontal and vertical levelness, and adequate zoom level.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image.

The five images captured by our camera unit at each recording point are prepared for editing, including adjustment for white balance, chromatic aberration, demosaicking (color filter array interpolation), color artifacts reduction and tone mapping, and then combined into a 360° view. Several different image operations are performed on the 360° image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.



Screen capture from Street Smart, demonstrating the positional information in the right-hand column. Standard deviation (sigma value) is highlighted in red.

## QA/QC

During the image production phase, CycloMedia will ensure that every image is of high quality and meets the County's QA/QC standards for imagery, including, at a minimum, images free of digital artifacts, excessive shadow, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids and artificial colorations. Factors to be reviewed or incorporated are overall

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over- or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or glare from low sun angle.

Lidar data is processed to produce a depth surface for CycloMedia's Measure Smart technology. Measure Smart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas™. Measure Smart makes measuring quicker and easier.

## Data Delivery

CycloMedia will provide point cloud data products that include features and metadata in compatible industry formats. Given our unique high-level part-

nership with Esri on both business and technology fronts, CycloMedia will deliver digital data in the Esri Geodatabase file format. Additional data format deliverables will include, but not be limited to:

- Lidar file format LAZ
- CADD data file formats dgn, dwg
- GIS data Geodatabase file formats GDB, SHP
- CSV

Additionally, as value-added options, we offer integration tools with the following leading solution providers:

- EagleView (Pictometry)
- Nearmap
- Esri (Gold Partner): ArcGIS Online, ArcMap, ArcPro, as well as Esri Roads and Highways
- AutoDesk: AutoCAD, AutoCAD Map 3D, AutoCAD Civil 3D & Bentley Solutions.

Tyler Technologies

- Cartegraph

## Reporting

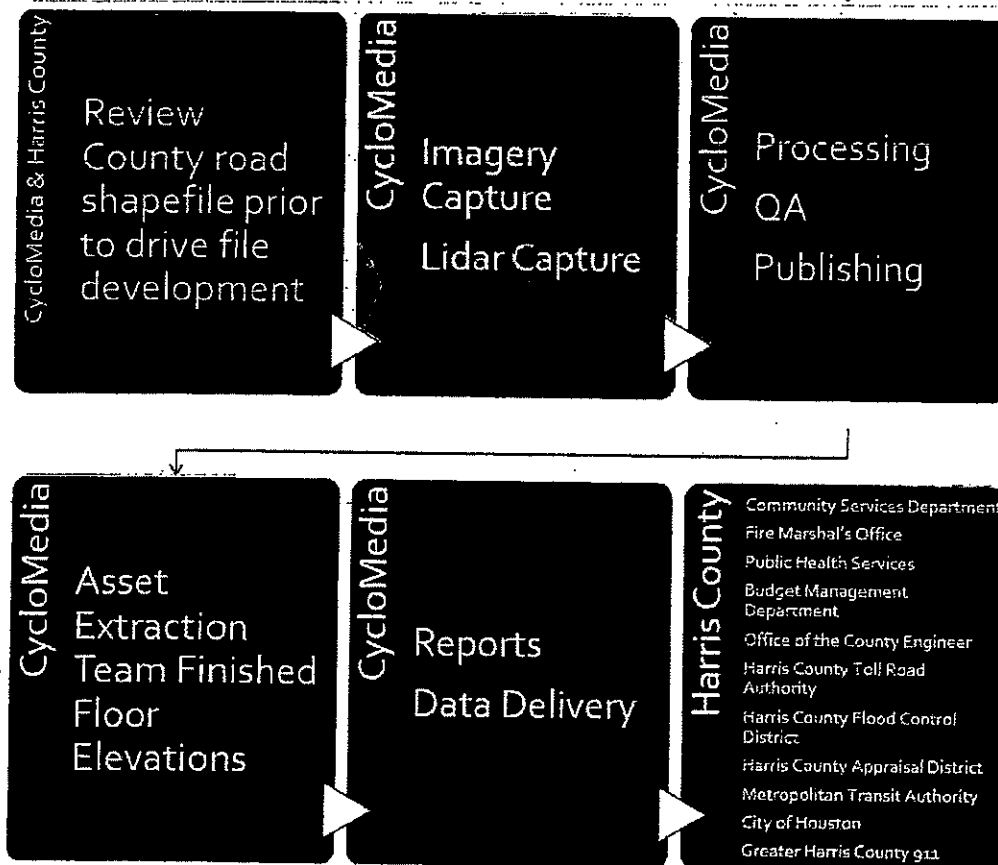
CycloMedia will deliver a project report to the County every two weeks until project completion. Imagery and assets will be delivered on a rolling schedule throughout the project duration.

The project Final Delivery Report will provide a summary of the overall miles driven, area collected, and positional accuracy of the recording points.

## Managing Relationships with Subcontractors

All drivers are military veterans. Depending on the agreed upon schedule we may hire veterans from your community provided by Veteran Staffing Network (VSN). Along with VSN, we believe in assisting our military veterans as they transition back to their civilian communities. These drivers are familiar with the local geography, traffic patterns, and weather conditions. They know the best routes to take and the best days to drive.

All individuals recruited by VSN have experience and



Project workflow

EXHIBIT C

CDBG-DR Grant Clauses

(follows behind)

training from the most powerful and highly trained military force in the world. Our permanently-employed military veteran drivers have been hand-picked to continue their employment with CycloMedia based on their leadership, performance on past projects, and their reliability. It is these veterans that are tasked with training our locally employed veteran drivers to ensure the highest standard of collection and delivery of our Street Level Imagery.

CycloMedia regularly reflects on the performance of our subcontractor, Veteran's Staffing Network. We have been pleased with the service they offer and the skilled employees they provide. VSN has never failed to provide highly-trained, highly-motivated military veterans. Combined with our own in-house, full time team (also military veterans—see Andrew's resume as an example) who oversee the employees provided by VSN, we have always felt confident in the hires provided.

- Street Centerlines
- ADA Ramps
- Manholes
- Traffic Lights
- Traffic Signs
- Street Signs
- Edge of Pavement
- Sidewalks
- Storm Drains
- Pavement Paint

Pricing for these assets is available upon request, and CycloMedia also offers bundling options.

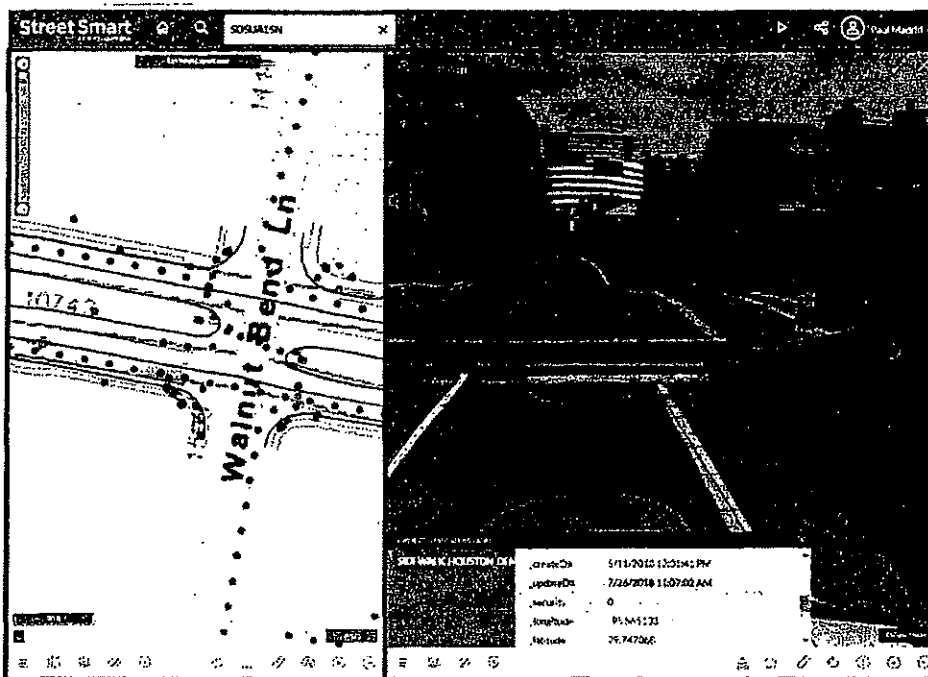
### CycloMedia Partners

CycloMedia maintains several business partnerships with other industry-leading companies who are able to expand upon the value of our services to our clients.

Appendix A includes descriptions of a few of our key partners, including Esri, Cartegraph, and Tyler Technologies, along with how we feel they can best help Harris County.

### Enhanced Value Proposition

CycloMedia can also offer extraction of assets beyond the project scope, including, but not limited to, the following:



Assets identified within Street Smart.

EXHIBIT E

Proof of Insurance

(follows behind)



CYCLTEC-01

SSSCHEIBE

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Horizon Insurance Agency 7500 N. Dreamy Draw Dr., Ste. 100 Phoenix, AZ 85020	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (602) 992-9750		FAX (A/C, No): (602) 992-9775
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Cyclomedia Technology, Inc. 1 Belvedere Dr., Suite #200 Mill Valley, CA 94941	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Prop Cas Co of Amer</b>		25674
	<b>INSURER B : Hartford Accident &amp; Indemnity</b>		22367
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZPP31M56983	4/29/2019	4/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ <del>1,000,000</del> GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			59UECFN2088	4/29/2019	4/29/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2N20744A	4/29/2019	4/29/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cybar/Tech E&O			ZPL15T39317	4/29/2019	4/29/2020	Per Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Insurance

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ORDER OF COMMISSIONERS COURT  
 Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the NOV 12 2019 day of NOV 12 2019, 2019 with all members present except none.

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

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT  
 WITH CYCLOMEDIA TECHNOLOGY, INC.**

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

Vote of the Court:      Yes      No      Abstain

Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, an Agreement with CycloMedia Technology, Inc., in an amount not to exceed One Million Nine Hundred Thousand and No/Dollars (\$1,900,000.00), for Phase 1 of the Project to provide high-resolution street-level imagery tightly integrated with street-level LIDAR data and data extraction services in accordance with the specifications set forth in Request for Proposals ("RFP") for Purchasing Job # 19/0329. The Agreement is incorporated herein as though fully set forth word for word.

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

Presented to Commissioners Court

NOV 12 2019

APPROVE ELG  
 Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_