

REQUEST FOR PROPOSAL

RFP-CE-AAA-HMS-07-26

AAA HEALTH MAINTENANCE SERVICES: VISION, HEARING,
DENTAL, PRESCRIPTIONS, AND MORE



3555 Timmons Ln

Houston, TX 77027

RELEASE DATE: July 22, 2026

PRE-PROPOSAL CONFERENCE DATE (NON-MANDATORY): undefined

DEADLINE FOR QUESTIONS: August 7, 2026

RESPONSE DEADLINE: July 29, 2027, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

Request For Proposal #RFP-CE-AAA-HMS-07-26

Title: AAA Health Maintenance Services: Vision, Hearing, Dental, Prescriptions, and More

<https://procurement.opengov.com/portal/h-gac>

Houston-Galveston Area Council

REQUEST FOR PROPOSAL

AAA Health Maintenance Services: Vision, Hearing, Dental, Prescriptions,
and More

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Attachments:

A - H-GAC Sample Contract Standard General Provisions

B - Rate-Setting HHSC Instructions

C - State Services for the Aging: Unit Cost for Services

1. Inquiries and Clarifications

Respondents must submit questions by the Questions deadline indicated in this Solicitation.

Telephone/email inquiries are not accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

All clarifications will be available in the Question and Answer and/or Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information.

Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements before submission to ensure the response meets the intent of this Solicitation.

Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from the obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

2. Submission Requirements

Submissions must be in PDF or Excel format ONLY where indicated and uploaded to the designated section. Documents uploaded into incorrect sections or other formats may be deemed non-responsive and the submission rejected. Additionally, zip files are not allowed.

All responses and required documents must be submitted via the OpenGov system before the deadline. The system will close automatically at the specified time, and late or incomplete submissions will not be accepted. **The OpenGov system will not transmit partial or incomplete submissions attempted after the deadline date and time specified in this solicitation.** Recording of proposal submission time and date occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

Respondents are strongly encouraged to submit proposals well in advance of any deadline to ensure all uploads and submissions are completed successfully before the cutoff time. Respondents are also encouraged to double-check all uploads to ensure the file is correct and the document is uploaded to the proper section of the response. Respondents may modify submissions that have already been submitted, before the deadline.

Recording of proposal submission time and date occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

The H-GAC Procurement and Contracts Department will not respond to emails from potential respondents related to the acceptance or consideration of incomplete, incorrect, or late submissions.

3. Scope of Work

Firms will be contracted with on an as needed basis and fees will be established based upon submitted budgets and capped pricing set by the State.

3.1. [Solicitation Schedule](#)

This solicitation will remain open for four (4) evaluation periods.

H-GAC staff will retrieve and evaluate submissions quarterly, as long as sufficient need exists, following the below schedule:

	Questions Deadline	Submittal Deadline
Evaluation Period #1	8/7/2026	9/3/2026
Evaluation Period #2	1/6/2027	1/28/2027
Evaluation Period #3	4/5/2027	4/29/2027
Evaluation Period #4	7/6/2027	7/29/2027

3.2. [Contractor Requirements](#)

Contractors must meet the following minimum conditions:

- Have been in business, using the same business name, for three (3) years, in good standing, or have a contract with the State of Texas.
- If awarded a contract, respondent will need to provide evidence of background checks done for any staff that will come into contact with clients.
- Where applicable, provider's employees must meet and maintain current certification/licensure requirements as mandated by state or appropriate licensing authority.
- Must maintain insurance that protects the health and safety of clients and employees.
- If awarded, maintain fidelity and honesty bond coverage on employees that come into contact with AAA clients
- If applicable to the services being provided, awardees will need to obtain Worker's Compensation insurance coverage, auto liability coverage, comprehensive liability including bodily injury coverage, and property damage coverage. Final limits will be confirmed before contract execution.

- Awardees will furnish original certificates of coverage and name H-GAC as the loss payee on such coverage.
- Governmental entities are excluded from this provision by state and federal law.
- **H-GAC prefers direct service provider relationships. Respondents proposing subcontractors or network providers must clearly describe their oversight, quality assurance, client safety controls, credentialing, and accountability structure.**

3.3. [Health Maintenance Services](#)

The aims of the Older Americans Act Title III program are to secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive service; remove individual and social barriers to economic and personal independence for older individuals; provide a continuum of care for vulnerable older individuals; and secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

Health Maintenance Services are a Title III B or III E supportive service.

Consumer Eligibility Criteria

- Priority must be given to meeting the needs of persons with greatest economic or social needs; and/or medically under-served, or caregivers of the frail and/or elderly. For some health maintenance services, eligibility is based on an assessment.

Contractor Requirements:

- Providers must be licensed and/or certified professionals who meet the appropriate legal requirements for service.
- Health Maintenance Services and delivery must meet Texas Health and Human Services Commission (HHSC) Service Definitions requirements of the Texas Administrative Code.
- Contractors must obtain H-GAC service authorizations, including stated limits, prior to providing services and supplies.

Service Activities:

Health Maintenance Services include one or more of the following activities:

- Medical treatment by a health professional
- Provision of medications, nutritional supplements, glasses, dentures, hearing aids or other devices necessary to promote or maintain the health and/or safety of the older individual. Note: this also includes the provision of dosage alert systems and the purchase of software, technical support, and materials that connects eligible older individuals to free or reduced cost prescription medication services.

Health Maintenance programs encourage healthy behaviors, reduce the risk for chronic and preventable disease, and maintain or improve the functioning of older adults. Health Maintenance is the provision of services, prescription medication, and/or assistive devices, which will prevent, alleviate, and/or cure the onset of acute or chronic illness; increase awareness of special health needs, and/or improve the emotional well-being of an older individual.

The Area Agency's role is to coordinate resources, where none exist, to create a way to fill gaps in services. Therefore, to prevent duplication of existing community resources, the Area Agency on Aging will make every effort to purchase services for which no other resource can be identified. The outcome is to increase the level of health and wellness of those persons aged 60 years and older by the utilization of community-based initiatives and coordination with health care providers.

Respondents may propose to provide one, multiple, or all listed service categories.

Allowable health maintenance activities include, but are not limited to the following:

- Medication – any prescription medication except for Class 2, 3, 4, or 5 narcotic analgesics used for pain relieving purposes
- Vision Care – eye health which includes screening, prevention, treatment, and purchase of eyeglasses
- Dental Care – Oral health services that may include screening, prevention, treatment, and purchase of dentures
- Hearing Care – may include screening, prevention, treatment, and purchase of hearing aids
- Equipment – such as shower chairs, transfer benches, handheld showers, and commode risers
- Supplies – such as diapers, under pads, gloves, and blankets
- Nutritional – dietary supplement liquid drinks, such as Boost, Ensure, Glucerna, etc.

Documentation: Record one (1) contact each time a consumer receives a health service as described above. Written documentation such as invoices, evaluations and treatment plans if applicable, must be maintained for all health promotion participants. The provider must maintain official files containing information that identifies consumers and treatments. Health Insurance Portability and Accountability (HIPAA) confidentiality must be maintained at all times.

Service Reimbursement: This is a variable unit rate reimbursement service. The award of any Contractor agreement, based on submissions received in response to an RFP, is contingent upon H-GAC receiving adequate Title III funds from the Texas Health and Human Services Commission (HHSC). The Contractor agreement offered will be based on a unit rate reimbursement system or cost reimbursement. The unit rate(s) for health maintenance services are determined on a case-by-case basis. A fixed unit rate will be established for each service prior to the initiation of service. These "at risk" unit rates are not subject to renegotiations, once the agreement has been signed by both parties.

Provider agrees to:

- Submit copies of delivery shipping receipts to the Area Agency on Aging with their monthly billing. This includes all types of delivery methods.
- Submit verifiable copies (signature or photo) of products shipped to and received by the consumer to the Area Agency on Aging with their monthly billing.

Health Maintenance Services Match Requirement:

- 15% or more match is required for Title III B services
- 25% or more is required for Title III E services.

3.4. Program Match Requirements

A Contractor may use their allocation of **Title III B** funds to pay not more than 85% of the costs of providing services. At least 15% of the costs must be provided by the Contractor, for each service. Contractors may provide more than a 15% match (over match) if they desire. This non-federal share must be a cash match. If sufficient cash is not available to meet the minimum 15% match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

A Contractor may use their allocation of **Title III E** funds to pay not more than 75% of the costs of providing services. At least 25% of the costs must be provided by the Contractor, for each service. Contractors may provide more than a 25% match (over match) if they desire. This non-federal share must be a cash match. If sufficient cash is not available to meet the minimum 25% match requirement, a combination of cash and in-kind resources may be used to meet the match requirement. Program match consists of two components: local cash and in-kind.

Cash Match – Funding the Contractor typically receives from local funding sources and not federal or state funds. Examples of cash match are funds received from the United Way, county and city government, churches, foundations, bequests, donations, and fundraisers. Cash match must be reported to the Area Agency on Aging.

In-Kind Resource Match – In-kind resources are commonly, however not limited to discounts, donated space, vehicles, and/or volunteer hours donated. Contractors may use in-kind resources in-lieu of cash, if securing cash funds is not possible. The Contractor must provide documentation showing that the cash match cannot be secured, and in-kind resources must be used. The Contractor must provide documentation demonstrating how the in-kind resources value was determined.

Funding Streams

SERVICES	SUPPORTING REVENUE
Health Maintenance Services	Title III B
Health Maintenance Services	Title III E

The Health Maintenance Services listed above are provided under authority and funded under Title IIIB and Title IIIE of the Older Americans Act and State General Revenue, through the Health and Human Services Commission.

3.5. [Program Income](#)

Program Income is a donation from program participants to whom services were rendered. These funds are used to increase services in the program area where they are generated. **Program Income should not be collected by providers.** Program Income is solicited and collected by the Area Agency on Aging.

Refer to the Older Americans Act, Texas Administrative Code, Texas Health and Human Service Commission, Texas Department of Health Service, and Houston-Galveston Area Agency on Aging's policies and procedures for additional information.

4. H-GAC AAA Service Region

Please indicate which of the counties you are able to service utilizing the Service Region Form in the Submission Details/Uploads/Required Documents section of this RFP. The provider must serve the entire county identified and not just parts of the county. The below map shows H-GAC's Area Agency on Aging service region which includes the counties of: Austin, Brazoria, Colorado, Chambers, Fort Bend, Galveston, Liberty, Matagorda, Montgomery, Waller, Walker, and Wharton.

4.1. [Map / H-GAC AAA Service Region](#)



5. Additional Resources/Website Links

- Houston-Galveston Area Council (H-GAC) Website: <https://www.h-gac.com/Home>
- H-GAC Area Agency on Aging Website: <https://www.h-gac.com/area-agency-on-aging>
- Texas Administrative Code: [40 TAC 1](#)
- Texas Administrative Code: [26 TAC 1](#)
- U.S. Code: [42 USC 3026: Area plans](#)
- Older Americans Act of 1965, as amended: [Older Americans Act of 1965 | Congress.gov | Library of Congress](#)
- Texas Health and Human Services: [Texas Health and Human Services Website](#)
- Texas Department of Health Services: [Texas Department of State Health Services \(DSHS\) Website](#)
- AAA Policies and Procedures: <https://www.hhs.texas.gov/handbooks/area-agency-aging-policies-procedures-manual>

6. Budget/Funding

6.1. Budget/Funding Amount

Funds are not projected to exceed \$250,000 total.

6.2. Area Agency on Aging (AAA) Funding

Funding is through the OAA, as amended, and the Texas Health and Human Services Commission (HHSC). The award of any Contractor agreement is contingent upon H-GAC receiving adequate Federal and State funding. H-GAC primarily uses federal funds, as well as several state and local sources—to fund its aging contracts. During a contract year, H-GAC competes for and may receive revenue from other federal, state, or private sources. 100% of the total cost of contracts authorized from this solicitation are Federal funds.

7. Contract Usage/Term

7.1. Contract Term

H-GAC estimates that the resulting contract will have an initial term of approximately twelve (12) months. This estimate is provided for planning purposes only, and the actual contract term will be established in the executed contract.

The contract may be renewed by mutual agreement of the parties, subject to programmatic needs, funding availability, applicable laws and regulations, and any required Board approvals. H-GAC retains sole discretion regarding the exercise of any contract renewal option.

Information contained in this Solicitation regarding contract term, renewal options, or other contractual matters is provided for informational purposes only and does not create any contractual obligation. In the event of any conflict or inconsistency between this Solicitation and the executed contract, the terms and conditions of the executed contract will control.

7.2. Contract Terms Applicable to Software and Technology

H-GAC anticipates that any resulting agreement for software, software-as-a-service (SaaS), licensing, subscription, hosting, maintenance, or technology support services may include an initial term of one (1) year with up to four (4) optional one-year renewal periods. This anticipated term structure is provided for planning purposes only, and the actual contract term and renewal options will be established in the executed agreement.

H-GAC's preference is to utilize its standard terms and conditions as the primary governing contract document. Contractor-developed agreements, subscription terms, licensing agreements, or similar documents may be incorporated as supplemental documents when necessary to address technology-specific requirements. H-GAC reserves the right to negotiate contractual provisions as needed to ensure compliance with applicable procurement requirements, funding requirements, and H-GAC contracting standards.

In the event of any conflict or inconsistency between this Solicitation and the executed agreement, the terms and conditions of the executed agreement will control.

7.3. No Automatic Renewals

H-GAC does not permit automatic renewal provisions that extend the term of an agreement without affirmative action and approval by H-GAC. Any renewal must be expressly exercised by H-GAC in accordance with the executed agreement, applicable procurement requirements, funding availability, performance considerations, and any required approvals. Contractor terms providing for automatic renewal, evergreen extensions, or continuation of services beyond the approved contract term will not apply unless expressly accepted by H-GAC in a written amendment or renewal agreement.

7.4. No Guarantee of Usage

H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation.

7.5. [Sample Contract and Standard General Provisions](#)

See "Additional Reference Documents" for Sample Contract Standard General Provisions.

A Sample Contract with standard General Provisions is provided for review. The awarded contract will be the same or similar to the sample. H-GAC reserves the right to update the actual contract with any additional required terms and conditions as required for compliance to agency and funding source requirements. Exceptions to these standard terms and conditions are not allowed, and will not be reviewed. Any special provisions required of any H-GAC funding source will also become part of any subsequent contract.

8. Pre-Award Audit

8.1. Pre-Award Audit

Due to the amount and type of funding programmed for this project, H-GAC requires that a pre-award audit be conducted before the execution of a contract. The information required for this audit, in addition to a draft contract and detailed scope of work, may include any or all of the following documents, as applicable to funding source and the determination of the awardee if a Subrecipient. The documents requested will be determined by the H-GAC Internal Audit Department and will be requested and required before a contract is awarded:

- A. Detailed annual budget
- B. 12-month project Schedule/Timeline
- C. Itemized cost estimate by personnel job title (including hours), benefits, overhead, travel, equipment, supplies, printing and other direct expenses; and
- D. Support data for the benefit and indirect rates (overhead) based on audited costs.
- E. Federal OMB Form 60
- F. Certificate of Formation
- G. Bylaws
- H. Employee Handbooks
- I. Code of Conduct
- J. HR Policies
- K. Certificate of Insurance
- L. Finance Manual
- M. Policies and Procedures (including for banks, AR, AP, fixed asset)
- N. IT Policies (including cybersecurity; back-up and recovery plans, incident reporting plan, etc.)
- O. Procurement Policies

9. DBE Goal

9.1. DBE Goal

H-GAC has established a goal of 30% for all Aging projects in its total annual third-party consulting opportunities. H-GAC's goal is to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are used when possible in providing services under a contract. Under federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must ensure the firms are considered as set forth below:

Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable.

9.2. DBE Supplemental Guidance

As a recipient and sub-recipient of Federal funds, the guidance of the appropriate funding agency supplemental regulation regarding Disadvantaged Business Enterprise (DBE) programs will be incorporated as listed below, and as may be applicable. Please refer to the applicable guidance for the indicated funding source.

The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>.

Funding Source Supplemental Regulation by Funding Agency

- U.S. Department of Transportation (DOT/FAA): Title 49 of the Code of Federal Regulations, Parts 23 and Part 26. Only businesses listed under the Texas Unified Certification Database Diversity Management System are qualified to meet the stated goal requirement. Locate a business here: <https://txdot.txdotcms.com/>.
- U.S. Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations parts 33, Executive Order 11625, Executive Order 12138, and Executive Order 12432.

- U.S. Department of Housing and Urban Development (HUD): HUD Acquisition Regulations (HUDAR) HUDAR, dated January 21, 2000, Parts 2419 and 2426.
- U.S. Department of Labor (DOL): Title 48 of the Code of Federal Regulations, Chapter 29, Parts 2900-2999.
- U.S. Department of Commerce (DOC): Title 48 of the Code of Federal Regulations, Chapter 13, Subchapter D.
- U.S. Department of Energy (DOE): Title 48 of the Code of Federal Regulations, Chapter 9, Subchapter D.
- U.S. Department of Agriculture (USDA): Title 48 of the Code of Federal Regulation, Chapter 4, Subchapter D.
- U.S. Department of Homeland Security (DHS) including FEMA: Title 48 of the Code of Federal Regulation, Chapter 30, Subchapter D.
- **U.S. Department of Health and Human Services (DHHS): Title 48 of the Code of Federal Regulation, Chapter 3, Subchapter D.**
- U.S. Department of Justice (DOJ): Title 48 of the Code of Federal Regulation, Chapter 29, Subchapter D.
- U.S. Department of the Treasury (USDT): Title 48 of the Code of Federal Regulation, Chapter 10, Subchapter D, Part 1022.
- U.S. Department of Education (ED) Title 48 of the Code of Federal Regulation, Chapter 34, Subchapter D.

Additional Resources for Socio-Economic Databases/Programs - The entities and programs linked below can also be searched or contacted for assistance in locating a small business if no funding agency is indicated above. The respondent must independently verify the current certifying status of the agencies listed.

[City of Houston, Office of Business Opportunity](#)

[Women's Business Enterprise National Council \(WBENC\)](#)

[City of Austin, Small Business Development](#)

[National Women Business Owners Corporation](#)

[Corpus Christi Regional Transportation Authority](#)

[National Minority Supplier Development Council \(NMSDC\)](#)

[North Central Texas Regional Certification Agency](#)

[U.S. Women's Chamber of Commerce](#)

[South Central Texas Regional Certification Agency](#)

[U.S. Department of Transportation DBE Program](#)

[Texas Department of Transportation Disadvantaged and Small Business Enterprise Programs](#)

[SBA Women-Owned Small Business \(WOSB\) Program](#)

[The Small Business Administration](#)

10. Submission Details/Uploads/Required Documents

Submissions must be in PDF or Excel format ONLY where indicated and uploaded to the designated section. Documents uploaded into incorrect sections or other formats may be deemed non-responsive and the submission rejected. Additionally, zip files are not allowed.

10.1. Submission Upload Section

Please complete each section listed below and upload/respond to the questions or provide the information as directed.

10.2. QUALIFICATIONS, EXPERIENCE, READINESS AND CAPACITY

10.2.1. *Statement of Firm Qualifications**

Provide a summary of key aspects of the firm's qualifications as it relates to this solicitation and indicates the Firm's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

Maximum response length: 3000 characters

*Response required

10.2.2. *Service Area Coverage by County**

H-GAC AAA serves 12 counties in our region. Please indicate which counties you can successfully service. Respondent agrees to provide services for the entire county and not just parts of the specified county.

Please download the below document, complete, and upload.

- [MAP.pdf](#)

*Response required

10.2.3. *Firm Overview: History, Growth, and Personnel Resources**

Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices.

*Response required

10.2.4. *Key Personnel Qualifications**

Submit detail outlining the project manager and key staff members and a clear indication as to their involvement in the project. Brief resumes of staff members, including field staff, must be included. Please upload resumes in the separate section marked "Resumes". Substitutions for essential personnel involved will not be allowed without H-GAC's prior approval and resulting delays will be the responsibility of the Contractor. H-GAC retains the right to request the removal of any personnel found, in H-GAC's opinion, to be unqualified to perform the work. Submit additional information Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

*Response required

10.2.5. *Resumes**

Please upload resumes here.

*Response required

10.2.6. *Ratings/Recognitions**

Include any industry ratings and recognitions, etc., to attest to the level of experience and success. Describe innovations that the firm might have introduced or employed to increase project adherence to technical standards.

*Response required

10.2.7. *Certifications/Licenses**

Attach a copy of all applicable certifications and licenses.

*Response required

10.3. PAST PERFORMANCE

10.3.1. *Past Performance**

Provide responses for five (5) contracts or grants where the proposer provided similar services in the past five (5) years. Include any contracts with public assistance entities, regional planning organizations, or organizations similar to H-GAC. H-GAC may verify the listed information. Follow the format below for each contract/grant.

Contract/Grant #:

- A. Agency/Organization:
- B. Customer point of contact (including name, phone number and email address):
- C. Project name, contract, grant and/or task order number:
- D. Stated or not to exceed contract or grant dollar value at award and amount actually spent:
- E. Period of performance:
- F. Detailed description of work performed, roles and responsibilities

*Response required

10.4. FIRM STABILITY

10.4.1. *Responsibility**

Has the firm ever been removed from a Services contract, had a contract terminated for default, or failed to complete a contract as assigned?

*Response required

10.4.2. *Litigation**

Has the firm been involved in any litigation in the past five years? Describe your experience with litigation with Owners and/or Contractors. List any active or pending litigation and explain.

*Response required

10.4.3. Insurance*

Does your agency have liability insurance?

☐ Yes

☐ No

*Response required

When equals "Yes"

10.4.4. Please upload a copy of insurance policy*

*Response required

10.4.5. Bonding*

Is your organization bonded?

☐ Yes

☐ No

*Response required

When equals "Yes"

10.4.6. Please upload bonding documentation.*

*Response required

When equals "No"

10.4.7. Can you provide assurance that if selected for contract award, you will obtain the required bonding coverage prior to contract execution.*

☐ Yes

☐ No

*Response required

10.5. BID SHEET/MATCH FORMS/STANDARD FEE SCHEDULE

10.5.1. Bid Sheet, Match Forms and Standard Fee Schedule*

Complete and upload Bid Sheet and In-Kind Match Forms provided. Attach standard fee schedule for reduced rate & pro-bono bid proposals.

- [Health Maintenance Contract...](#)
- [Exhibit 1 In-Kind Match For...](#)

*Response required

10.6. METHODOLOGY/APPROACH/USE OF SUBCONTRACTORS OR NETWORK PROVIDERS

10.6.1. Methodology/Approach*

Describe the firm's current workload and the plan to incorporate and manage this project to maintain the schedule. Respondent must describe clearly, specifically, and as completely as possible, its proposed methodology and schedule for achieving the objectives and requirements of this Solicitation.

Respondent should identify all tasks to be performed to be responsive to the scope of work, including project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in this solicitation.

*Response required

10.6.2. Use of Subcontractors or Network Providers

H-GAC prefers direct service provider relationships. If the responding firm is proposing the use of subcontractors or network providers, please clearly describe oversight, quality assurance, client safety controls, credentialing, and accountability structure.

10.7. Required Documents/Certifications/Confirmations Section

The documents/certifications/confirmations below are required for every Solicitation.

10.7.1. Electronic Signature Agreement/Confirmation*

Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the submission due date and can be further extended by mutual written agreement.

A signature (electronic) constitutes acknowledgement and acceptance of all the Solicitation Terms and Conditions. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Solicitation at the time a response is submitted to H-GAC. This Solicitation does not commit H-GAC to award a contract, issue a Purchase Order, or pay any costs incurred in the preparation of a submission to this Solicitation. The submission will become part of H-GAC's official files without any obligation on H-GAC's behalf. All Submissions will be held confidential from all parties other than H-GAC, and only released in accordance with Public Information Act requirements.

Respondent agrees and understands the above requirements, and by confirming, I certify that I am legally authorized to bind the entity to the Terms and Conditions of the Proposal as submitted. I also agree that any other related documents entered into in connection with this Proposal, which include a digital acknowledgement or electronic signature, are to be treated in all respects as having the same force and effect as original signatures.

☐ Please confirm

*Response required

10.7.2. Electronic Submission Signature*

Signature of the person authorized to bind Respondent company to any contract/purchase order that may result from this Solicitation and acknowledgement and acceptance of the full Solicitation Terms and Conditions.

Please type (sign) Authorized Signor Name and Title Here:

Maximum response length: 200 characters

*Response required

10.7.3. Contact by Respondent*

To ensure a fair and competitive environment, direct communication between H-GAC employees other than the Solicitation Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents with respect to the Solicitation process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the Solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the Solicitation document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other H-GAC employees during a Pre-Proposal/Bid or Response conference or other situations where the Solicitation Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this requirement of the Solicitation process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Submission rejected in accordance with H-GAC Procurement Policy. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the evaluation committee) for the purposes of influencing consideration of any Submission.

Respondent agrees and understands the above requirement.

☐ Please confirm

*Response required

10.7.4. Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation*

Please download the below documents, complete, and upload.

- [Small-and-Minority-Business...](#)

*Response required

10.7.5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts *

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must 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 1966 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. Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to H-GAC if at any time the

Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

Please download the below documents, complete, and upload.

- [Certification-Regarding-Deb...](#)

*Response required

*10.7.6. Certification Regarding Lobbying/Byrd Anti-Lobbying Amendment**

The undersigned certifies, to the best of his or her knowledge and belief, 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients 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 section 1352, title 31, United States Code. 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.

☐ Please confirm

*Response required

*10.7.7. Certification Regarding Drug-Free Workplace Requirements**

Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment. H-GAC may request a copy of this policy upon contract award.

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against

employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee’s policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

☐ Please confirm

*Response required

10.7.8. Equal Employment Opportunity*

Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities. The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference.

☐ Please confirm

*Response required

10.7.9. Covid-19 Vaccine Passport Prohibition*

Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract. A business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. A business that fails to comply with this subsection is not eligible to receive a grant or enter into a contract payable with state funds.

☐ Please confirm

*Response required

10.7.10. Filing Reports Form 1295 Certificate of Interested Parties*

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall

participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the submission to H-GAC.

Please download the below document, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

- [1295 \(1\).pdf](#)

*Response required

*10.7.11. Conflict of Interest Questionnaire**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC officer or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

☐ Please confirm

*Response required

*10.7.12. False Statement Certification**

Respondent represents and warrants that all statements and information prepared and submitted in this response are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

☐ Please confirm

*Response required

10.7.13. Financial Participation Prohibited Certification*

Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from H-GAC to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

☐ Please confirm

*Response required

10.7.14. Anti-Competitive Behavior/Anti-Trust Affirmation*

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade. Respondent also represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

☐ Please confirm

*Response required

10.7.15. Terms and Conditions Confirmation*

Respondent agrees that it has read, understands, and fully intends to comply with the solicitation terms and conditions, and any additional terms and conditions (as applicable and included as additional sections, attachments or additional documents) of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted and will not be reviewed.

☐ Please confirm

*Response required

11. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications, Experience, Readiness and Capacity Acceptable overall qualifications of firm as demonstrated in detailed qualifications statements, including appropriate licenses/registrations and years of service experience. Service Area Coverage by County Form completed. Acceptable certifications, industry ratings, and achievement recognitions are provided and align with the work requested. Demonstrated experience and effectiveness in providing like services for organizations. Demonstrated capability to provide the services outlined in the Solicitation. Evidence is provided of the availability, commitment, readiness and capacity of the firm and its principal(s) and key professionals to undertake the project. Resumes are provided and demonstrate the appropriate qualifications.	0-5 Points	25 (25% of Total)
2.	Past Performance Contractor demonstrates track record of timely performance, quality and integrity as evidenced by a list of client references for similar, relevant work performed.	0-5 Points	25 (25% of Total)
3.	Firm Stability Firm is demonstrated to be stable. Details of any terminated contracts and recent litigation provided, if applicable. Insurance and bonding information provided.	0-5 Points	20 (20% of Total)

4.	Bid Sheet, Match Forms and Standard Fee Schedule Reasonable total fee schedule/hourly rates and dedicated resources that will be required to successfully complete each task as required by this Solicitation. Completed Bid Sheet and In-Kind Match Forms provided. Minimum required percentage of matching funds is indicated. If proposing pro bono or reduced rates, standard fee schedule provided.	0-5 Points	15 (15% of Total)
5.	Methodology/Approach/Use of Subcontractors or Network Providers The submission delineates an effective technical approach and methodology to achieving project objectives within the available timeframe and budget. Demonstrates a clear understanding of the tasks to be undertaken in this Solicitation. Timeline is acceptable and illustrates key milestones. If the responding firm is proposing the use of subcontractors or network providers, sufficient details have been provided describing oversight, quality assurance, client safety controls, credentialing, and accountability structure.	0-5 Points	15 (15% of Total)

12. Evaluation/Selection and Award

For Area Agency on Aging Solicitations: A recommendation is made to the Aging and Disability Advisory Committee (ADAC) for approval. A recommendation will then be presented to the H-GAC Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractors in descending order. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

An evaluation committee will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Submissions will be evaluated based on a total top score of 100. Respondents with a score of at least **75** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

Presentation/Demonstration/Interview: The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

Best and Final Offer (BAFO): H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

13. Debrief/Protest

Requesting a Debrief: Requests for a debriefing must be made in writing to purchasing@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Resolution of Protested Solicitations: Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

Resolution of Protested Solicitations and Awards for Workforce Solicitations Only: Following the final decision by the H-GAC Board of Directors, a respondent may file a protest with the Texas Workforce Commission. The Commission reviews protests only after H GAC's process has been exhausted. Protests filed with the Commission are limited to the following issues: (a) violation of federal law and regulation, and/or (b) violation of protest procedures or failure to review a protest. To file a protest on this level, write to Workforce Quality Assurance Manager, Houston-Galveston Area Council, Post Office Box 22777, Houston, Texas, 77227-2777, 713-627-3200.

14. Solicitation Terms and Conditions

By submitting a response, the respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these General Terms and Conditions are not permitted.

14.1. H-GAC Rights and Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters.

H-GAC has sole discretion and reserves the right to cancel this Solicitation or to reject any or all submissions received before the contract award, or re-issue this solicitation in part or its entirety.

H-GAC reserves the right to waive any formalities or defects concerning this Solicitation, to correct any error(s), and/or make changes to this solicitation as it deems necessary. or to reject any or all submissions or any part thereof.

H-GAC reserves the right to deem non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this solicitation.

H-GAC reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this solicitation.

H-GAC reserves the right to request additional information, clarification, or explanation of any aspect of a proposal submitted in response to this solicitation.

H-GAC reserves the right to negotiate the final terms of any and all contracts or agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended to successfully meet the needs of the grant.

H-GAC reserves the right to contact any individual, agency, employer, or grantee listed in a proposal, to contact others who may have experience or knowledge of the Respondent's relevant performance and/or qualifications, and to request additional information from any and all proposers.

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC will identify specific goals, strategies, and activities planned for meeting program objectives.

H-GAC reserves the right to conduct reviews of records, systems, procedures, credit, and criminal background checks, etc. of any entity selected for funding. This may occur before or after the award of a contract or agreement. Any misrepresentation of a proposer's ability to perform as stated in the proposal may result in the disqualification of the proposer or the cancellation of any contract or agreement awarded as a result of this solicitation.

H-GAC reserves the right to withdraw or reduce the amount of any award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the Texas Workforce Commission or other state or federal funding sources due to legislative or appropriation changes.

H-GAC reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts during any contract.

H-GAC reserves the right to withhold a contract award with the selected respondent if an issue of contract or regulatory compliance, questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of H-GAC. H-GAC may withdraw the award if the resolution is not satisfactory.

14.2. Payment for Work

H-GAC only issues payment by electronic ACH. H-GAC's standard term of payment is Net 30 Days from the date of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the submission. However, agreements subject to funding from various sources could delay payment for at least ninety (90) days.

Contractor will submit monthly invoices based on work completed. Completed work is defined as meeting milestone project objectives as defined in the schedule that accomplishes the Scope of Work within the appropriate time frame. All invoices must be accompanied by progress reports and backup documentation.

To expedite payment, invoices must be submitted and itemized as to service, quantity, part number, description, and applicable discount (if any). Variations may delay payment. In addition, invoices must reference the H-GAC Purchase Order Number (if applicable). Submit invoices to APinvoices@h-gac.com

14.3. Requirements of Proposals

All proposals must be an original work product of the proposing entity. The copying, paraphrasing or otherwise using substantial portions of the work product of others and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected.

All proposals and accompanying attachments will become the property of H-GAC after submission (unless withdrawn before the submission deadline) and will not be returned.

The contents of a successful proposal may become a contractual obligation and be incorporated into a contract. Respondents must intend to fulfill all of the representations made in their proposal. Failure to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to a successful respondent as a basis for the release of proposed services at the stated price/cost. Any damages incurred by H-GAC as a result of a successful respondent's failure to contract may be recovered from the respondent.

14.4. Contract Termination/Default

1. Contract Termination:
 - a. *Convenience*

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

5 . H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- a. If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- b. If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease, and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H- GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

14.5. Contact by Respondent

To ensure a fair and competitive environment, direct communication between H-GAC employees other than the Solicitation Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents concerning the Solicitation process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the Solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the Solicitation document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other H-GAC employees during a Pre-Proposal/Bid or Response conference or other situations where the Solicitation Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this

requirement of the Solicitation process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Submission rejected in accordance with H-GAC Procurement Policy. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official, committee member, board member, affiliated board member or employee of H-GAC (including any members of the evaluation committee) to influence consideration of any Submission.

14.6. Competition

A contractor that intends to respond to the solicitation may NOT participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals/qualifications, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals. (See 2 CFR 200.319(b)). Respondent shall not engage in any activity which would restrict or eliminate competition. Violation of this provision may cause a respondent to be disqualified. This does not preclude partnerships, consortiums, joint ventures, or subcontracts.

14.7. Conflict of Interest

No H-GAC employee or agent of H-GAC will participate in the selection, award or administration of a contract supported by any funding source if a conflict of interest, real or apparent, would be involved.

14.8. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

14.9. No Liability Provisions

H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

14.10. Notice of Public Information

All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission, are considered public information, unless otherwise noted in the response itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.

Respondent understands that H-GAC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with H-GAC pursuant to the contract, and not otherwise

excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to H-GAC.

14.11. Accommodation Compliance

In compliance with Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC activities. Requests must be received by H-GAC twenty-four (24) hours prior to the activity.

14.12. Tax Exempt Status

H-GAC is considered a unit of government is exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

14.13. Access and Protections of H-GAC Information Resources, Data, and Credentials

Contractor is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of H-GAC information resources, data, and credentials. Contractor and subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Contractor and subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Contractor and subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access H-GAC information resources, data, and credentials. Contractor is responsible for any incident arising from improperly protected H-GAC information resources, data, and credentials.

14.14. Security Breach

Contractor shall maintain a written information security policy, which at minimum: 1) ensures that all employees and subcontractor's employees shall complete a cybersecurity training program certified under section 2054.5192 of the Texas Government Code. Such training must occur during the contract term and renewal period. Contractor shall provide H-GAC with verification of required training upon completion or H-GAC's request; 2) provides regular training of all employees and subcontractor's employees on applicable and up to date security procedures and techniques; 3) requires that contractor and subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and, 4) requires that contractor and subcontractors utilize adequate safeguards to address any security vulnerabilities. Upon request, Contractor shall provide H-GAC with a copy of company and/or subcontractor's written information security policies.

14.15. Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent's employees

or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

14.16. Assurances

Respondent agrees and must submit signed compliance documents and statutory assurances, as applicable and included with the solicitation, which will govern program operations. In addition, respondents may be asked to submit additional information by H-GAC during the Solicitation process or at any time during the fiscal year.

14.17. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting responses are considered non-responsive to this Solicitation unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the signature page and other pertinent certifications.

14.18. Contract Assignment

Respondent may not assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under and contract resulting from this solicitation without the prior written consent of H-GAC, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void.

14.19. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement Solicitation will be bound by the foregoing terms and conditions.

14.20. Interpretation of Specifications

Any specifications and/or product references contained are intended to be descriptive rather than restrictive. H-GAC is soliciting responses to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this Solicitation for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this Solicitation. The intent of the specifications is to provide Respondent with sufficient information concerning the Products/Services to be contracted so Respondent can prepare and submit an acceptable Response. The specifications may be detailed or general in nature. Details of construction, materials, or the way in which services will be provided, are left to the discretion of the Respondent, provided only that any offering must conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

Requirements contained in the Solicitation are not considered to be biased toward any Respondent(s) competing under this Solicitation.

14.21.Brand Name or Equivalent

Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications will be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and must be deemed to be followed by the words, "or equivalent", if not stated in the specifications. The burden of proof will rest with the Respondent, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. Determination as to whether the items(s) bid is/are equivalent to those specified will rest solely with H-GAC and the Customer. If a respondent is offering an "or equivalent" item, respondent must list the manufacturer's name and product number of the item offered. If this detail is not provided, it will be assumed respondent is offering the exact item specified. H-GAC's decision whether an item is an equivalent to the item specified is final.

14.22.Requirements Applicable to Physical Goods

In the case of physical goods (e.g., equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- A. Be new, unused, and not refurbished.
- B. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude Respondent from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- C. Include all accessories which may or may not be specifically mentioned in the Solicitation, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories must be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- D. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- E. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- F. Be available for inspection at any time prior to or after procurement.

14.23.Measurements

Any measurements stated for items are approximates. H-GAC reserves the right to accept items that are similar in size, if in H-GAC's judgment, the item offered fulfills the intended purpose.

14.24.Samples

Samples, when required, must be submitted at no expense to H-GAC. If not destroyed or consumed during testing, samples will be returned upon request at Offeror's expense. Samples will be used to determine if the proposed items meet the specifications stated in the Solicitation. If Respondent fails to provide samples within five (5) day period, as required, H-GAC may reject the Response and not consider it for further evaluation.

14.25.Inspection/Testing

All Products sold pursuant to this Solicitation will be subject to inspection/testing by or at the direction of H-GAC either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Solicitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

14.26.Variances

Any variance in the specifications or performance of Products offered pursuant to this Solicitation will be deemed acceptable to H-GAC only if the variance MEETS or EXCEEDS the specifications and requirements of this Solicitation.

14.27.Warranty and Copyright

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

14.28.Compliance with State Law, Regulations, and Executive Orders

As applicable, Contractor will comply will all applicable state law, regulations, executive orders, policies, procedures, and directives.

14.29.Compliance with Federal Law, Regulations, and Executive Orders

As applicable, Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14.30.Contracting Information Responsibilities

If the contract is at least \$1 million, Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

14.31.Non-Discrimination

The Houston-Galveston Area Council, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US, C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to the advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to the invitation

and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Respondent and potential subcontractors must comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age
- E. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse
- F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism
- G. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records
- H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing
- I. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) that may apply to the application.

14.32. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (or current amount per regulation), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When federal funds are expended by the Houston-Galveston Area Council, it reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

14.33. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business 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 37 CFR Part 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. Respondent certifies that during the term of the agreement, the Respondent agrees to comply with all applicable requirements as reference

14.34. Profit as a Separate Element of Price

Purchases using federal funds for more than the current Simplified Acquisition Threshold of \$250,000 (or current amount as set by the OMB), may require negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Respondent agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Respondent also agrees that the total price, including profit, charged will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

14.35. Domestic Preference

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for an award using federal grant money, it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14.36. Clean Air and Water Pollution Control Act and EPA Regulations

Contracts and subgrants of amounts more than \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Federal Rule above, Respondent certifies that it complies with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract. Respondent certifies that Respondent complies with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42

U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

14.37. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent complies with 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 (Pub. L. 94-163, 89 Stat. 871).

14.38. Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR 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 during 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.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

14.39. Prevailing Wage

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

14.40. Contract Work Hours and Safety Standards

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). 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.

14.41. Copeland “Anti-Kickback” Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. (2) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14.42. Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment or Services

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘

As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

14.43. Buy America Requirement (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by H-GAC for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy America provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by H-GAC regarding such programs. With respect to products purchased by H-GAC for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy America provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by H-GAC regarding such programs.

14.44. Venue

All claims arising from this procurement and any resulting agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any judicial action, proceeding, suit or cause of action between the parties shall be brought in the federal or state courts serving Harris County in the State of Texas.

The execution of a subsequent awarded contract, or any conduct by any representative of H-GAC or the Board related to this procurement or dispute resolution process, shall not be interpreted as a waiver of sovereign immunity to suit.