GENERAL REQUIREMENTS AND SPECIFICATIONS FOR INVITATION FOR REQUEST FOR PROPOSALS

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I. INTRODUCTION

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

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. Harris County shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions.

When state and local procurement requirements exceed the minimum provisions for federal procurements, or alternatively the Federal laws exceed minimum state law provisions, Harris County and its subrecipients shall comply with the more stringent regulations or procedures.

Contracts anticipated to be awarded pursuant to this Request for Proposals ("RFP") may be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the competitive proposal method of procurement for this contract opportunity in accordance with 2 CFR 200, procurement standards and applicable Texas laws..

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

A. PROJECT DESCRIPTION & SERVICES

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

Community Youth Development Project Programming serving Southwest and Pasadena Areas for Harris County Resources for Children and Adults

Respondent understands if funds are not appropriated or otherwise become unavailable, the County may terminate the Contract and/or option, in whole or in part, without penalty or further obligation to the Proposer, except for amounts lawfully owed for goods or services properly provided before the effective date of termination. Any contract resulting from this solicitation will be subject to the availability of funds and shall not be construed as creating a debt on behalf of Harris County in violation of Article III, Section 49a of the Texas Constitution.

B. ANTICIPATED CONTRACT TERM

The term shall begin on or about January 1, 2027, and end one (1) year thereafter or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department.

C. RENEWAL OPTIONS

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

II. TIMETABLE

A. QUESTIONS

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

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

During the period between issuance of this RFP and due date, no oral interpretation of the RFP's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via Bonfire at https://harriscountytx.bonfirehub.com/portal/. The deadline for submission of questions relating to this

RFP is **October 30, 2026, no later than 11:00 PM CST.** All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. The County will not be bound by any information conveyed verbally.

The submission of a Proposal shall constitute an incontrovertible representation by Offeror has complied with the RFP requirements and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

B. ADDENDA

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

C. EXTENSIONS

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

D. PROPOSAL DEADLINE

Proposals must be mailed or hand-delivered, on or before **2:00 PM on Monday, November 16, 2026,** to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person: **Brianne Maxwell**

(713) 274-4418

Harris County Purchasing

1111 Fannin St, 12th Floor

Houston, TX 77002

brianne.maxwell@harriscountytx.gov

E. SCHEDULE SUMMARY

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

RFP Release Date	**October 23, 2026**
Submission of Questions Deadline	**October 30, 2026**
Proposals Submission Deadline	**November 16, 2026**
Evaluations & Presentations* (if applicable)	**TBD**

Harris County may elect not to ask for Presentations from Offerors

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

III. PROPOSAL INSTRUCTIONS

A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Proposal in response to this RFP, Offeror accepts the solicitation process as it has been outlined in this RFP.

2. All proposals are required to remain in effect for at least 120 days from the date of submission. This effective period should be taken into account when preparing the proposal.

3. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFP). Offerors submit Proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all Proposals. All Proposals and accompanying documentation will become the property of Harris County. By submitting a Proposal, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.

4. Offerors must sign Attachment A, *Proposal & Addenda Acknowledgement*, and include with their proposal submission. Offerors are responsible for consulting the requirements and standards referenced in this RFP. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

5. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *Proposal & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFP. In signing and submitting the *Proposal & Addenda Acknowledgment* with its proposal, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The County may deem a proposal non-responsive for failure of Offeror to acknowledge any and all Addenda.

6. Award will be made to the responsible firm whose proposal is the most advantageous to the County, with price and other factors considered.

7. By submitting a Proposal, Offerors accept and acknowledge that determination of the best evaluated firm may require subjective judgments by the County.

8. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

B. PROPOSAL SUBMISSION OPTIONS

RFPs may be submitted in a hard copy, or electronically as detailed below.

C. HARD COPY RFP SUBMISSION

1. Hard copy Proposals must be hand-delivered or mailed to:

   HARRIS COUNTY PURCHASING AGENT

   1111 Fannin Street, 12th Floor

   HOUSTON, TEXAS 77002

   Buyer: **Brianne Maxwell, (713) 274-4418, brianne.maxwell@harriscountytx.gov**

2. Proposals must be sealed and must show the RFP Number, Description and be marked "SEALED PROPOSAL".

3. Proposal packages must include:

   - ONE (1) original Proposal package, **clearly marked "ORIGINAL"**
   - THREE (3) copies of the Proposal package, **clearly marked "COPY"**
     - Each copy must be **marked "SEALED PROPOSAL"** and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:

- Identification of Offeror;
- The job or solicitation number as located on the RFP cover sheet; and
- The RFP title.

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

D. ONLINE RFP SUBMISSION (PREFERRED METHOD)

1. Offerors choosing to submit Qualifications in digital format may electronically submit offers through Bonfire (https://harriscountytx.bonfirehub.com/portal/), which is a third-party online provider website and facilitates the bid management process. Offers submitted via e-mail will be rejected. Offers must include:
   - ONE (1) complete Offer.
   - Offers must indicate for which contract opportunities the Offeror is submitting.

2. If Offeror elects to submit its offer electronically, it is the responsibility solely of Offeror to see that its offer is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE SUBMISSIONS. The County will only consider offers that have transmitted successfully and have been issued a confirmation number with a time stamp from Bonfire indicating that the offer was submitted successfully. Offerors shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Offeror to successfully submit an electronic offer shall be at the Offeror's sole risk, and no relief will be given for late and/or improperly submitted offers.

3. Offerors experiencing any technical difficulties with the offer submission process may contact Bonfire Support at Bonfire Support. Neither the County nor Bonfire make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the offer submission date and/or time.

E. LATE PROPOSALS; PROPOSAL RETURNS

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

F. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in the event of any conflict between the terms and provisions of the County's published RFP package, or any portion thereof, and the terms and provisions of the response made by Offeror, the County's RFP package as published shall control. Furthermore, if an alteration of any kind to

the County's published RFP package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

G. REQUIRED PROPOSAL DOCUMENTS & INFORMATION

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

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

☒	13.	**Certification of Compliance with Federal Standards & Requirements** – Offeror must sign and submit the *Certification of Compliance with Federal Standards & Requirements* form, included as Attachment K.
☐	14.	**Section 3 Bid Requirements** – Offeror must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* (Attachment P), for any for any HUD-funded projects expected to exceed $200,000. Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
☐	15.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
☒	16.	**Conflict of Interest Questionnaire** – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror's or its employees' affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, *the Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
☒	17.	**Statement of Conflicts** – A statement of conflicts (if any) the Offeror or key employees may have regarding these services.
☒	18.	**System for Award Management results** – Offeror must include verification that your company as well as the company's principal is not debarred through the System for Award Management (www.SAM.gov). Offeror must enclose a print out of the search results that includes the record date. Vendors MUST Registered their entity with SAM.gov. to be considered for award. Vendor MUST have an Active Registration status at time of award. Possessing a Unique ID alone does not constitute an Active Registration.
☒	19.	**Sample Insurance Certificate –** Offeror must provide a sample Insurance Certificate which adheres to the *Minimum Insurance Requirements* shown under Attachment L (does not supersede the "Hold Harmless" provision).
☐	20.	**GLO Compliance Package** – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Offeror must also complete and submit the following documents with their Proposal: • *GLO Compliance Package* o GLO Contractor Proposal Certification o GLO Certification of Offeror Regarding Civil Rights Laws and Regulations GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3
☐	21.	**MWBE Utilization Plan Commitment Form –** Harris County strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority-and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County's procurement process. Offeror must sign and submit the *MWBE Utilization Plan Commitment* form, included as Attachment X.
☐	22.	**Build America, Buy America Act (BABAA) Self-Certification Form –** This project is funded through a FEMA financial assistance program subject to BABAA. Contractor(s) and

		subcontractor(s) must sign and submit the *Build America, Buy America Act (BABAA) Self-Certification Form*.
☒	23.	**Harris County Minimum Wage Certification** - Offeror must complete and submit the *Harris County Minimum Wage Certification* form, included as *Attachment CC*.
☒	24.	**Vendor Disclosure Form** - Offeror must complete and submit the *Vendor Disclosure* form, included as *Attachment DD*.
☒	22.	**Community Youth Development Performance Measures Questionnaire** – Offeror must complete and submit the *Community Youth Development Performance Measures Questionnaire*, included as Attachment EE.
☒	23.	**Corporate Board of Directors Resolution – Form 2031**– Offeror must complete and submit the *Corporate Board of Directors Resolution – Form 2031*, included as Attachment FF.
☒	24.	**Budget Information Forms/Guidelines** – Offeror must complete and submit the *Budget Information Forms/Guidelines,* included as Attachment GG.
☒	25.	**Proposal Evaluation Tool – Southwest/ Pasadena Youth Development**– Offeror must complete and submit the *Proposal Evaluation Tool – Southwest/Pasadena Youth Development*, included as Attachment HH.
☒	26.	**Franchise Tax –** Bidder must include verification that your company is registered with the Texas Comptroller of Public Accounts. Bidder must enclose a print out of the search results that includes the record date.

IV. FORMAT AND CONTENT OF THE PROPOSAL

A. PROPOSAL REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

a. Professional qualifications necessary for satisfactory performance of required services;

b. Specialized experience and technical competence in the type of work required, including, where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials;

c. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Contractor providing the services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of five (5) years' experience providing similar types of service in jurisdictions with a similar size and complexity;
3. Have demonstrated ability to work successfully with government including:
    a. No previous record of default on a government contract;
    b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;

c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and

d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

B. CONTENT OF THE PROPOSAL

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

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

1. FIRM EXPERIENCE & QUALIFICATIONS

Offeror must describe the overall qualifications of its firm to complete the scope of services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects and lessons learned, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFP. Offerors should provide **three (3)** references and a minimum of **five (5)** recent examples, including performance summaries, of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project.

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

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

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

For any work which may involve or require Architects or Engineers, Offerors must submit *Form SF-330 – Architect-Engineer Qualifications* (found at https://www.gsa.gov/forms-library/architect-engineer-qualifications). If applicable, Offeror must submit a completed *Form SF-330 – Architect-*

Engineer Qualifications for each of the subcontractors proposed to be used in the completion of the Contract (Harris County must approve the actual subcontractors prior to their use).

2. FIRM CAPACITY & RESOURCES

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other resilience planning projects and administration of public and federally compliant contracts.

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

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

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

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

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

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

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

- Project mobilization means the time required to have a team in place once the Purchase Order has been issued, and identification of which skills would be performed by Offeror and by any required subcontractors.
- Ability to provide on-site support with limited notice.
- Information regarding the method that is used to qualify a subcontractor as satisfactory.
- A project organization chart detailing the team to be assigned to Harris County, including a project manager dedicated to the duration of the project with a minimum of five (5) years of experience in emergency accessibility notifications in jurisdictions with a similar size and complexity. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Harris County up to date with a revised organization chart each time there is a significant change).

- Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposals (RFP).
- A concept plan reflecting an understanding of the Recovery Support Functions, including how Offeror will meet or exceed the proposed scope of work.
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.
- Quality assurance and control processes to ensure the accuracy, completeness, and quality of all deliverables and services.
- Method for monitoring performance based on County feedback and adjusting as a result.
- Offeror may propose optional/value-added products and/or services. Offeror must identify the use, functionality and purpose of the optional/value-added item(s), and how Harris County would benefit from electing to procure those item(s). Pricing for proposed item(s) shall be clearly labeled as optional/value-added.

4. PRICING INFORMATION

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

It is the intent of Harris County to enter into a fixed-price, all-inclusive fee pricing model. To ensure transparency and support a thorough evaluation, the vendor shall upload a comprehensive description of its proposed pricing model, The pricing model shall include a detailed explanation of all costs associated with the unit prices and total prices listed in **BidTable BT-02FP.** Additionally, the price breakdown shall clearly identify all project milestones and the deliverables associated with each milestone.

If the vendor anticipates the need for additional job roles not listed in the BidTable, these positions shall be included in this section along with the corresponding hourly rates and the estimated hours required. These additional roles shall also be incorporated into the project milestone schedule.

Download the excel **BidTable BT-02FP** from the Requested Information section and follow the instructions provided. The completed BidTable shall be uploaded to Bonfire in Excel format under the section labeled "BidTable – Section III Pricing (**BidTable BT-02FP)**".

V. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING PROPOSALS

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

B. EVALUATION PROCESS

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

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

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

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

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

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

C. BASIS OF AWARD

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

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

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

D. EVALUATION CRITERIA

Evaluation will be conducted in accordance with the criteria and scoring methodology contained in Attachment R, Proposal Evaluation Tool - Gulfton/Southwest (77081/77074) / Pasadena (77504/77506) Youth Development. Proposals may be evaluated separately for each proposed service component and geographic service area, as applicable. A proposal must receive a minimum score of seventy (70) points to be eligible for consideration for funding.

Harris County may make multiple awards by service component and/or geographic service area based on proposal evaluations, program needs, available funding, contract negotiations, and approval by Harris County Commissioners Court. Price is a consideration but is not the sole determining factor.

1. Past Performance.....5 Points
2. Technical Factors.....80 Points
3. Key Personnel.....10 Points
4. Pricing.....5 Points

E. DISCUSSIONS & NEGOTIATIONS

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

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

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

F. CONTRACT OBLIGATION

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

VI. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

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

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

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

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

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

B. PERFORMANCE & PAYMENT BONDS

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

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

a. If a contract is for a public works project and is expected to exceed $100,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract (TGC 2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for public works contracts over $100,000 is found under Attachment H and is the only form Harris County will accept.

b. If a contract is not a public works project and is expected to exceed $50,000, Offeror may be required to furnish a performance bond to Harris County for the full amount of the contract (LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for non-public works contracts over $50,000 is found under Attachment I and is the only form Harris County will accept.

c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:

i. Solely for the protection of Harris County;

ii. In the full amount of the contract; and

iii. Conditioned on the faithful performance of the work in accordance with the plans, requirements, and contract documents.

2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed $25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Harris County may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over $25,000 is found under Attachment J and is the only form Harris County will accept.

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

If any required performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, within

ten (10) days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

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

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

a. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

b. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Harris County Purchasing Rules and Procedures Manual (2013)
8. 24 CFR Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

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

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

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Offerors who report suspected ethical violations or fraud can do so

without fear of retaliation. Retaliating against any Offeror or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

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

D. CONTRACTOR PROFILE

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

E. DISQUALIFICATION OF OFFEROR

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

F. E-MAIL ADDRESSES CONSENT

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

G. GOVERNING LAW

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

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

H. FUNDING

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

Offeror must also complete and return Attachment K, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards*

& Requirements document with the Proposal submission may deem the Proposal as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

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

I. SECTION 3 ACT OF 1968 COMPLIANCE

DISCLAIMER: THIS SOLICITATION DOES NOT INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.

24 CFR Part 75 requires that for any HUD-funded contract with a value in excess of $200,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent, feasible and consistent with existing Federal, State, and local laws and regulations are directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Contractors must complete and submit the *Section 3 Bid Requirements* (Attachment P) before contract award and execution. The *Section 3 Bid Requirements* should detail the Contractor's goals to subcontract with Section 3 Business Concerns. Contractors should indicate all firms proposed as subcontractors on this project and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at https://portalapps.hud.gov/Sec3BusReg/BRegistry/What.

Businesses that fit the definition of a Section 3 Business Concern and would like to self-perform to comply with Section 3 requirements must submit Section 3 Self-Certification documentation. At Harris County's discretion, the Subrecipient shall accept the *Harris County Section 3 Business Concern Self-Certification* (Attachment P). Contractors and subcontractors must include the *Section 3 Clause* (Attachment O) in every subcontract subject to compliance with regulations in 24 CFR 75.

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

J. HUB / MWBE UTILIZATION COMMITMENT

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

K. HISTORICALLY UNDERUTILIZED BUSINESSES

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

L. NO UNAUTHORIZED CONTACTS

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

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

M. PUBLIC INFORMATION

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

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

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

If the County receives a Public Information Act request, prior to withholding any information, Offeror shall be required to execute an express agreement, in a form provided by the County, to indemnify, defend and hold harmless the County in any action to compel disclosure of any withheld material. If the Offeror refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Proposal package,

regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting a Proposal, Offeror expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Offeror shall provide to the County a specific legal basis for each portion of a Proposal sought to be withheld from disclosure.

N. RESPONSIBILITY REVIEW

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

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

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

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

O. SUPPLEMENTAL MATERIALS

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

P. REGULATORY REQUIREMENTS & PERMITS

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

Q. BUILD AMERICA, BUY AMERICA ACT (BABAA)

DISCLAIMER: THIS SOLICITATION DOES NOT REQUIRE BABAA CERTIFICATION AND THEREFORE BABAA DOES NOT APPLY.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity).

VII. SCOPE OF SERVICES & REQUIREMENTS

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

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

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

A. BACKGROUND & OBJECTIVES

The Community Youth Development (CYD) Program is a prevention and positive youth development program administered by Harris County Resources for Children and Adults through funding from the Texas Health and Human Services Commission (HHSC). The purpose of CYD is to provide voluntary, community-based services that promote positive youth development, strengthen protective factors, support youth and family well-being, and reduce conditions associated with juvenile delinquency.

For Fiscal Year 2027, Harris County seeks qualified organizations to provide CYD services within the following approved service areas:
Gulfton/Southwest: ZIP Codes 77081 and 77074
Pasadena: ZIP Codes 77504 and 77506

The objectives of this solicitation are to support services that strengthen youth protective factors, improve social-emotional well-being, promote school engagement and readiness, strengthen youth and family functioning, and reduce youth involvement with the juvenile justice system.

Approximately $458,500 is anticipated to be available through this solicitation for CYD services during Fiscal Year 2027.

Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County.

B. SCOPE OF SERVICES

Harris County seeks qualified organizations to provide CYD programming within the Gulfton/Southwest and Pasadena service areas. Services shall support the goals and objectives of the CYD Program and be responsive to the needs of eligible youth and families within the communities served.

1. Eligible Population

CYD services shall be provided to eligible youth ages six (6) through seventeen (17) and their families who live in or attend public school within the approved service area. The target age range is youth ages ten (10) through seventeen (17). Youth under age six (6) are not eligible for CYD programming. Youth ages six (6) through nine (9) may be served but may not exceed thirty percent (30%) of the annual unduplicated Index Youth served. Eligible youth must demonstrate at least two (2) CYD Priority Characteristics in accordance with applicable CYD program requirements. Youth currently on juvenile probation are not eligible for CYD services. A youth may become eligible twelve (12) months after completion of probation. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible in accordance with applicable CYD program requirements. Participation in CYD programming is voluntary.

2. Program Approach

Services shall be consistent with Positive Youth Development principles and designed to:

- Promote healthy outcomes for youth and families;
- Strengthen protective factors;
- Improve social-emotional development and well-being;
- Support school engagement and readiness;
- Strengthen positive relationships with family, peers, and community;
- Promote youth voice, leadership, and positive community involvement; and
- Reduce risk factors associated with juvenile delinquency and involvement with the criminal justice system.

Programming shall be structured, developmentally appropriate, culturally responsive, and responsive to the needs of youth and families within the approved service areas.

3. FY27 Service Components

Harris County seeks proposals for the following seven CYD service components reflected in the approved FY27 Project Work Plan:

- **Youth Advisory Council (YAC) -** Provide structured opportunities for youth voice, leadership, civic engagement, collaborative decision-making, community involvement, and youth-led activities or projects. Programming should provide youth meaningful opportunities to identify issues affecting their communities, participate in planning, and develop leadership and advocacy skills.
- **Youth Leadership Development (YLD) -** Provide structured leadership-development programming designed to strengthen resilience, social-emotional skills, communication, decision-making, problem-solving, goal setting, personal responsibility, and positive

community involvement. Programming may include experiential learning, mentoring, leadership activities, and service-learning opportunities.

- **Post-High School Readiness (PHSR) -** Provide structured programming that prepares youth for successful transitions following high school, including postsecondary education, career training, or employment. Activities may include career exploration, postsecondary planning, workforce readiness, goal setting, mentoring, decision-making, communication, and life-skills development.
- **Academic Support -** Provide structured academic assistance designed to reinforce classroom learning, improve academic performance, and strengthen school engagement. Activities may include homework assistance, tutoring, study-skill development, organization and time-management skills, guided learning activities, STEM activities, and other academic enrichment.
- **Arts Enrichment -** Provide structured arts-based activities that promote creativity, self-expression, confidence, skill development, and positive peer interaction. Activities may include arts and crafts, visual arts, music, performing arts, creative expression, cultural arts, and other appropriate enrichment activities.
- **Sports & Movement -** Provide safe, structured, age-appropriate sports and movement-based activities that promote physical wellness, teamwork, discipline, confidence, cooperation, healthy lifestyles, and positive peer interaction.
- **Family-Focused Activity -** Provide structured activities that intentionally engage youth and their caregivers or family members in experiences designed to strengthen family relationships, communication, protective factors, and overall well-being. Activities may include family goal setting, communication and conflict-resolution activities, wellness activities, family service projects, shared learning opportunities, and other family-engagement activities.

4. **Service Delivery Requirements**

For each proposed service component, Offerors shall identify and describe:

- Geographic service area;
- Proposed service location(s);
- Population and age range to be served;
- Anticipated number of youth to be served;
- Frequency and duration of programming;
- Proposed schedule;
- Staffing structure;
- Curriculum or program model, when applicable;
- Outreach, recruitment, and retention strategies;
- Youth and family engagement strategies; and
- Measurable program goals and anticipated outcomes.

Programming shall be scheduled in a manner that is accessible to participants and appropriate to the proposed service. Services may be provided before or after school, during appropriate school periods, evenings, weekends, school breaks, and summer periods, as applicable.

5. **Youth and Family Engagement**

Offerors shall describe how youth and caregiver perspectives will be incorporated into program delivery. Youth engagement may include YAC participation, leadership opportunities, service-learning, participant feedback, group discussions, reflection activities, peer leadership, and other opportunities for meaningful youth voice. Family engagement may include family-centered activities, workshops, regular communication, caregiver feedback, shared service projects, and culturally and linguistically responsive engagement strategies.

6. **Outreach, Recruitment, and Retention**

Offerors shall describe how eligible youth and families will be identified, recruited, enrolled, engaged, and retained. Strategies may include collaboration with schools, administrators, counselors, teachers, families, community organizations, and other youth- and family-serving partners. Offerors shall describe how participant engagement and attendance will be supported and how barriers affecting continued participation will be addressed.

7. **Staffing and Program Quality**

Offerors shall provide sufficient qualified staff and supervision to effectively implement the proposed services.

Offerors shall describe:

- Staffing structure and responsibilities;
- Staff qualifications and experience;
- Supervision;
- Staff and volunteer training, as applicable;
- Background-check procedures;
- Quality-assurance practices; and
- Procedures for maintaining continuity of services.

Selected Contractors shall comply with all applicable Harris County CYD staffing, training, screening, and program requirements.

8. **Performance, Data, and Reporting**

Selected contractors shall comply with applicable Harris County CYD requirements related to participant eligibility, enrollment, service documentation, attendance, required surveys, performance measures, data collection, reporting, confidentiality, monitoring, fiscal documentation, and record retention. Offerors shall describe how service delivery, participant engagement, outputs, and program outcomes will be monitored. Selected Contractors shall cooperate with Harris County in meeting applicable CYD performance measures and reporting requirements.

9. **Coordination and Partnerships**

Selected Contractors shall coordinate with Harris County and, as applicable, schools, families, community organizations, other CYD providers, and community partners serving youth and families.

Selected Contractors may be required to participate in CYD meetings, training, technical assistance, monitoring, community coalition activities, community events, referral coordination, and other activities required for successful implementation of the CYD Program.

10. Prohibitions

Grant funds must not be used to support the following services, activities, and costs:

- Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- Lobbying;
- Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- Vehicles or equipment for government agencies that are for general agency use;
- Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives;
- Admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- Promotional gifts;
- Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or approved by the grantor agency and are directly related to the program's purpose;
- Membership dues for individuals except where approved by the grantor and required for program implementation
- Any expense or service that is readily available at no cost to the Grant project;
- Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- Fundraising;
- The acquisition or construction of facilities; or
- Any other prohibition imposed by federal, state, or local law.

11. CYD Specific:

Offerors may propose to provide one (1) or more identified CYD service components in the Gulfton/Southwest service area, the Pasadena service area, or both.

If program services are defined as "childcare" based on definitions in Chapter 42 of the Texas Human Resources Code, the program will be regulated by Department of Family and Protective Services (DFPS) pursuant to Chapter 42, Texas Human Resources Code, as well as minimum standards and other rules. If the program meets the definition of "childcare", the organization implementing the program will be considered a childcare operation and must have an appropriate permit and meet all relevant legal requirements in order to provide services under the contract. In such a situation the suspension or loss of a necessary license will result in termination of the contract.

All direct service staff of the proposer must be at least eighteen (18) years of age, have a high school diploma or General Education Development (GED), and two (2) years of experience providing programs to youth and families.

C. PROJECT LOCATION

Offerors may propose providing one (1) or more of the identified CYD service components in the Gulfton/Southwest service area, the Pasadena service area, or both. Harris County may make separate awards by service component and geographic service area.

D. STANDARDS

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

E. HARRIS COUNTY GENERAL CONDITIONS

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

F. WORK STANDARDS

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

VIII. CONTRACT REQUIREMENTS & PAYMENT

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

A. CONTRACT PROVISIONS

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

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

B. PURCHASE ORDER & DELIVERY

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

C. INVOICING PROCEDURES

Offerors shall submit all invoices to VendorInvoices@hctx.net. All invoices shall include submission requests stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Harris County using department, therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Harris County Department and received in Accounts Payable. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction.

D. PAYMENT PROVISIONS

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

E. PAYROLL SUBMISSION

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

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

F. WAGE & LABOR COMPLIANCE

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

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

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

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite

the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

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

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

G. PROMPT PAYMENT POLICY

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

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

H. COST PLUS CONTRACTING PROHIBITED

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

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

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

I. INFORMATION SECURITY

1. Definitions

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

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

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

2. Security and Privacy Compliance

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

    b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

    c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

    d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).

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

3. Data Ownership

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

4. Data Mining

    a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.

    b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

    a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.

    b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

6. Right to Audit

    a. Upon the Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI.

Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause concerning the Harris County's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

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

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

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

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

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

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

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

K. TAXES

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

L. SAFETY

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

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

M. HAZARDOUS MATERIALS

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

N. SUPERVISION

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

O. STAFFING REQUIREMENTS

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

P. SUBCONTRACTORS

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

Q. INSURANCE

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

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

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

R. WAIVER OF SUBROGATION

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

S. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

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

T. TOLL / PARKING FEES

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

U. RECYCLED MATERIALS

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

V. FAILURE TO COMPLY

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

W. TERMINATION

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

X. CONTRACT TRANSITION

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

contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

Y. EXTENSIONS / RENEWALS

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

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

Z. SEALS, LOGOS, AND FLAGS

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

AA. SILENCE OF SPECIFICATIONS

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

BB.SEVERABILITY

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

IX. ATTACHMENTS

- ☒ Attachment A – Proposal & Addenda Acknowledgement
- ☒ Attachment B – Pricing Form
- ☒ Attachment C – Certification Regarding Lobbying
- ☒ Attachment D – Statement of Offeror Qualifications
- ☐ Attachment E – Subcontractor Listing Form
- ☒ Attachment F – References
- ☒ Attachment G – Contractor Profile
- ☐ Attachment H – Performance Bond for Public Works Contracts over $100,000
- ☐ Attachment I – Performance Bond for Non-public Works Contracts over $50,000
- ☐ Attachment J – Payment Bond
- ☒ Attachment K – Certification of Compliance with Federal Standards & Requirements
- ☒ Attachment L – Minimum Insurance Requirements

- ☒ Attachment M – Workers' Compensation Insurance Coverage Rule 110.110
- ☒ Attachment N – Required Contract Provisions
- ☐ Attachment O – Section 3 Clause
- ☐ Attachment P – Section 3 Bid Requirements
- ☐ Attachment Q – Davis Bacon Current Wage Decision
- ☐ Attachment R – Standards
- ☐ Attachment S – General Conditions
- ☐ Attachment T – General Notices, Notes & Information
- ☒ Attachment U – GLO Compliance Package
- ☐ Attachment V – American Rescue Plan of 2021 ("ARPA")
- ☐ Attachment W – Pre-Award Risk Questionnaire (Subrecipients)
- ☐ Attachment X – MWBE Utilization Plan Commitment Form
- ☐ Attachment Y – MWBE Goal Participation Information Packet
- ☐ Attachment Z – MWBE Trucking Procedure Compliance Packet
- ☐ Attachment AA – Policy for Payment
- ☐ Attachment BB – BABAA Self-Certification Form
- ☒ Attachment CC – Harris County Minimum Wage Policy and Certification
- ☒ Attachment DD – Vendor Disclosure Form
- ☒ Attachment EE – Community Youth Development Performance Measures Questionnaire
- ☒ Attachment FF – Corporate Board of Directors Resolution – Form 2031
- ☐ Attachment GG – Budget Information
- ☒ Attachment HH – Proposal Evaluation Tool – Southwest/Pasadena Youth Development
- ☒ Attachment JJ – Attachment Z.2.
- ☒ Attachment KK – Prevention and Early Intervention (PEI) Policy Clarification, PEI 09-002
- ☒ Attachment LL – Prevention and Early Intervention (PEI) Policy Clarification, PEI 09-003
- ☒ Attachment MM – Prevention and Early Intervention (PEI) Policy Clarification, PEI 09-006
- ☒ Attachment NN – Community Youth Development Guidelines for Allowable Food Costs
- ☒ Attachment OO – Grant Requirements
- ☒ Attachment PP – Houston/Harris County Uniform Truancy Plan