



# **REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **6168 South Loop East Apartments**

**Project Number:  
PUR-FY23-262**

**PROPOSAL DUE DATE: Wednesday, July 26, 2023,  
at 11:00 AM, CST**

**The Harris Center for Mental Health and IDD  
Purchasing Department  
9401 Southwest Freeway  
Houston, TX 77074**

## **INVITATION**

The Harris Center for Mental Health and IDD (“The Harris Center”) is accepting Proposals from Contractors for the following construction project.

### **The Harris Center for Mental Health and IDD 6168 South Loop East Apartments**

The Harris Center for Mental Health and IDD invites your company to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the ***General Instructions and Requirements*** as outlined in the enclosed Request for Competitive Sealed Proposal.

Contractors shall pay particular attention to all ***INSTRUCTIONS, REQUIREMENTS and DEADLINES*** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, The Harris Center reserves the right to reject any / all Proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of The Harris Center and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposals, The Harris Center will only release the names and monetary values of the proposals of Contractors that have responded to this solicitation. No other information will be released until after The Harris Center’s Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive Staff and The Harris Center’s Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

## **INDEX**

THIS PROPOSAL PACKAGE CONTAINS THE FOLLOWING SECTIONS:

1. Company Overview
2. Timeline of Events and Deadlines
3. Scope of Work, Submittal Instructions, and Proposal Content
4. Evaluation Criteria
5. General Terms and Conditions, Davis-Bacon Prevailing Wage, and Form of Contract Information
6. The Harris Center's Required Submission Forms

## SECTION 1 COMPANY OVERVIEW

### Background and Objectives

**It shall be the Mission of The Harris Center for Mental Health and IDD**, to transform the lives of people with behavioral health and IDD needs.

**It shall be the Vision of The Harris Center for Mental Health and IDD**, to empower people with behavioral health and IDD needs to improve their lives through an accessible, integrated and comprehensive recovery oriented system of care.

**The Eight Values of the Harris Center for Mental Health and IDD** are collaboration, compassion, excellence, integrity, leadership, quality, responsiveness and safety.

The Harris Center is the state-designated Local Mental Health Authority and Local Intellectual and Developmental Disability (IDD) Authority serving Harris County, Texas. As the largest behavioral and developmental disability care center in Texas, The Harris Center provided care to over 79,000 people in fiscal year 2019 and has an annual budget of over \$275 million.

As part of its mission to transform the lives of people with behavioral health and IDD needs in the third largest county in the United States, The Harris Center provides a full continuum of services at 86 different sites across Harris County. In addition, services are provided in more than 42 different languages as well as sign language in order to better serve what is one of the most diverse and multi-cultural communities in the nation.

By utilizing the unique expertise of its more than 2,300 employees, The Harris Center is committed to meeting the behavioral health and IDD needs of Harris County residents and giving them hope to live to their fullest potential.

The Harris Center is now a Certified Community Behavioral Health Clinic (CCBHC). This accomplishment helps pursue our goal to become the most innovative health system in the country. Being a CCBHC enables The Harris Center to better provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals.

As a key goal of our Agency's Strategic Plan to continuously improve our care quality, we worked tirelessly to achieve Certification by the Commission On Accreditation Of Rehabilitation Facilities (CARF). This accreditation is official recognition that an organization is guided by internationally recognized service standards and best practices. The Harris Center received a 3-year accreditation from CARF International for all the programs surveyed.

The Harris Center for Mental Health and IDD invites qualified companies herein after referred to as "Contractor", "Proponent" or "Supplier" to submit proposals for the **Construction of a twenty-six-unit housing complex for consumers served by The Harris Center for Mental Health and IDD at 6168 S. Loop East, Houston, 77087.**

**SECTION 2**  
**TIMELINE OF EVENTS AND DEADLINES**

Release of CSP to Prospective Contractors:	Monday, July 3, 2023
Mandatory Pre-Proposal Meeting:	Wednesday, July 12, 2023; 9401 SW Freeway, Room #104, Houston, TX 77074 at 10:00 AM, CST
Site Visit:	Immediately after Pre-Proposal Meeting.
Deadline for Questions:	Monday, July 17, 2023
Deadline to Respond to Questions:	Wednesday, July 19, 2023
<b>Deadline for Submission – Proposal Due Date:</b>	<b>Wednesday, July 26, 2023, at 11:00 AM, CST</b>
Proposal Opening:	Opening will be held immediately following receipt of Proposals at 11:00 AM, CST, 9401 Southwest Freeway, Room 104 Houston, Texas 77074
Anticipated Award Date:	Upon recommendation and Board approval*

\*Please note that The Harris Center will select the best value contractor, but that a Notice to Proceed will not be issued and the project will not commence until The Harris Center has closed on financing for the project.

**SECTION 3**  
**SCOPE OF WORK, SUBMITTAL INSTRUCTIONS, AND PROPOSAL CONTENT**

**1. SCOPE OF WORK**

This is a request for competitive sealed proposals pursuant to Chapter 2269 of the Texas Government Code, consistent with 2 CFR Part 200. Project activities will be subject to comply with Davis Bacon Related Acts (29 CFR Parts 1, 3, & 5), MWBE, Section 3, and Pay or Play regulatory requirements (24 CFR 135.92 and City of Houston Chapter 15 Ordinance Part V).

The Harris Center has been awarded funds under the Healthy Community Collaborative Grant Program Rural Expansion for use, in part, in the construction of a twenty-six unit apartment complex. This project is also funded in part with funds provided by the City of Houston.

The site will be 6168 S. Loop East, Houston, 77087. Accordingly, The Harris Center seeks proposals from qualified construction firms for construction of a twenty-six (26) unit housing apartment complex, to include a community building, sitework, and all required MEP – Project Number: PUR-FY23-0262 (“Project”).

Sealed proposals, subject to the terms and conditions as more fully explained herein, for evaluation of services must be received by the due date specified herein. The Harris Center will select the best value contractor, but a Notice to Proceed will not be issued and the project will not commence until The Harris Center has closed on financing for the project. Additionally, please note that, in accordance with the construction loan program utilized by The Harris Center, construction must be complete within 24 months of the date of close, subject to force majeure not to exceed 60 days. Thus, The Harris Center anticipates finalizing the construction contract and issuing a Notice to Proceed to commence construction as quickly after closing as possible. Any resulting contract will contain similar language.

The Harris Center encourages and welcomes the participation of small, minority and women owned firms in this solicitation. Additionally, the selected firm will be required to take all affirmative steps set forth in 2 CFR Part 200 to solicit and reach out to small, minority and women owned firms for any sub-consulting opportunities on the projects.

The Architect of record for the Project is:

RDLR Architects  
800 Sampson Street, Ste 104  
Houston, Texas 77003

The Plans and Specifications for the Project, including the Project Manual, are available at [https://www.dropbox.com/sh/alacyvkvvcq7xz/AAB6T1GR4Lo\\_Ue8wQUBg2oOKa?dl=0](https://www.dropbox.com/sh/alacyvkvvcq7xz/AAB6T1GR4Lo_Ue8wQUBg2oOKa?dl=0)

Documents Included in Link:

1. Project Drawings
2. Project Specifications
3. DRAFT AIA Contract – A101 with exhibits
4. DRAFT AIA Contract – A201 with exhibits
5. Copy of CSP Document
6. Bid Tab Template

The selected contractor must be able to perform the tasks outlined in the Project Manual.

## 2. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at 9401 Southwest Freeway, Room #104, Houston, TX 77074 at 10:00 AM CST, July 12, 2023. Site visit to follow pre-proposal meeting.

## 3. SUBMISSION INSTRUCTIONS DEADLINE

The Competitive Sealed Proposal (CSP), subject to all conditions and specifications attached hereto, **must be signed in INK** by a person or officer of the company submitting the CSP that is authorized to enter into contractual agreements on behalf of the company. *Proposals received unsigned may be deemed non-responsive and therefore not be accepted.*

Deadline to submit **“Final Proposal”** is **Wednesday, July 26, 2023, at 11:00 AM, CST**. The original response, signed in ink, seven (7) additional photocopies and an electronic copy (saved as one complete pdf on a USB flash drive) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The Harris Center for Mental Health and  
IDD  
Purchasing Department *Attn: Sharon Brauner*  
9401 Southwest Freeway, Houston, Texas 77074  
**“6168 Southwest Loop East Apartments-  
DO NOT OPEN UNTIL Wednesday, July 26, 2023.”**

The Harris Center reserves the right to not accept responses to this CSP after the stated deadline.

Respondents may mail or personally deliver their Proposal to the Purchasing Office of The Harris Center at the above address. The Harris Center will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason. Electronic submissions will not be accepted.

Responses shall include all documentation as requested in this Request for Competitive Sealed Proposal.

#### **4. PROPOSAL OPENING**

A public opening will be held immediately following receipt of responses to this Request for Competitive Sealed Proposals on **Wednesday, July 26, 2023, at 11:00 AM CST, at 9401 Southwest Freeway, Room #104, Houston, Texas, 77074.**

#### **5. QUESTIONS**

The Harris Center will not answer verbal questions regarding the requirements specified in this solicitation. Questions concerning this CSP must be submitted in writing via fax or email to:

**Sharon Brauner, C.P.M., A.P.P., Purchasing Manager**

Ofc: (713) 970-7279

Fax: (713) 970-7682

Email: [Sharon.brauner@theharriscenter.org](mailto:Sharon.brauner@theharriscenter.org)

**Cc:**

**James L. Blunt, C.P.M.**

Ofc: (713) 970-7116

Fax: (713) 970-7682

E-mail: [james.blunt@theharriscenter.org](mailto:james.blunt@theharriscenter.org)

**Nina Cook, MBA, CTCM, CTCD, Director of Purchasing**

Ofc: (713) 970-7287

Email: [nina.cook@theharriscenter.org](mailto:nina.cook@theharriscenter.org)

Any response(s) to questions will be replied to in writing by The Harris Center and provided to all proposers.



## 6. PROPOSAL CONTENT

The Proposal must contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

### Tab 1: Firm Overview

1. Firm Information:
  - Name of Firm
  - Address of Principal Office
  - Phone Number
  - Form of Business Organization (corporation, partnership, individual, etc.)
  - Year founded
  - Primary Individual to Contact
2. Number of years your organization has been in business in the current capacity
3. Number of years your organization has been in business under its present name (also include a list of other/former names that your organization has operated under)
4. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name; Secretary's name, Treasurer's name
5. If your organization is a partnership answer the following: date of organization, type of partnership, name(s) of general partners
6. If your organization is individually owned, answer the following: date of organization, name of owner
7. If the form of your organization is other than those listed above, describe it and name the principals
8. Whether your company principally works in Houston or the surrounding area and is familiar with the requirements of authorities having jurisdiction in Houston/Harris County, Texas (for example, the permitting process, etc.)
9. The dollar value of work done in Houston or the surrounding area, within a 50-mile radius of Houston, for the preceding three-year period, and what percentage of your total work that represents
10. The percentage of your work in the last five years that involves multi-unit apartment complexes
11. Experience with public entities on other federally funded grant projects
12. The percentage of your work for the past 10 years that has been for repeat clients (please breakdown between commercial and public entity clients)
13. Describe your firm's project execution process including schedule management, quality control, compliance with local and state regulatory agencies and punch list completion.
14. Describe your firms warranty program, in particular staffing, reporting, follow-up procedures, etc.

## **Tab 2: Experience**

1. A description of past construction, renovation, and/or addition projects that Proposer has completed for government entities that are similar in size, type, and complexity as the project detailed herein (include the name of the entity, nature of the project/function of the building, size (SF), location, original contract cost, final contract cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, and what type of project—new, addition, renovation)
  - Provide a list of any work that your firm may have completed for The Harris Center during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with The Harris Center or as a subcontractor under an engagement.
  - List the categories of work that your organization normally performs with its own forces. Please include information on the work your firm would sub-contract
  - List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
  - Claims and suits (If the answer to any of the questions below is yes, please attach details).
    - Has your organization ever failed to complete any work awarded?
    - Are there any judgements, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
    - Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
  - Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

## **Tab 3: Financial Information**

1. Provide a copy of the most recent financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
  - Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
  - Noncurrent assets (e.g., net fixed assets, other assets).
  - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
  - Noncurrent liabilities (e.g., notes payable).
  - Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
2. Name and address of firm preparing attached financial statement and date thereof.
3. Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5. Provide name, address and phone number of your financial institution.
6. Surety: Name of bonding company and name and address of agent.
7. Assurance of compliance with Davis-Bacon Federal Prevailing Wage requirements.
8. A fully executed Bid Bond in the amount of 5% of the proposal issued and sealed by your surety or its authorized attorney-in-fact.

**Tab 4: Personnel**

1. Given the scope and schedule of the project(s), identify the specific Project Manager, Job Superintendent, Estimator and Field Operations personnel who would work on the project(s).
2. Provide a resume and references for each individual. Prior to contracting with a construction management firm, The Harris Center will have the right to interview the Project Manager and Job Superintendent that will be assigned to each project. The Project Manager and Job Superintendent will be required to remain on the project through final completion.

**Tab 5: Price Proposal**

1. The proposer shall furnish all resources and services necessary to provide services of the type and kind required for the project that is the subject of this solicitation. All pricing information, including any alternate pricing proposals that may be acceptable for some projects, must be included in the proposal. The proposal form should also be accompanied by a completed schedule of values, a copy of which is attached with the proposal form.
2. This information should match the lump sum included in the attached Sealed Proposal Form. The proposer shall also ensure that the Owner's Contingency in an amount of \$500,000 is included in the proposal amount in the Sealed Proposal Form.

**Tab 6: References**

1. Provide six (6) references from other government entities or other relevant references listing recently completed engagements for the services of the type and kind required in this solicitation. For each reference, include the name of the representative of the owner and a representative of the architect, along with the name of their organization, phone number, and email address).

**Tab 7: Deviations from Contract/Exceptions to Solicitation**

1. Attached to this solicitation is a sample contract that The Harris Center intends to use as the awarded contract.
  - If an offeror proposes changes to any provision in this solicitation document and/or the attached contract or if the offeror desires additional provisions to be included in the final contract, the offeror must detail the requested changes on the attached Deviations Form
  - Deviations/Exceptions to the exhibits and forms attached to this solicitation may not be considered.

**Bid Alternates**

Bid Alternate #1 – HVAC Alternate

- Please see attached HVAC Alternate from Infrastructure Associates, Inc. dated August 23, 2021.

**SECTION 4**  
**EVALUATION CRITERIA**

**1. EVALUATION CRITERIA**

Pursuant to Texas Government Code Section 2269.055 the following factors are used by The Harris Center to evaluate which proposal provides the best value to The Harris Center:

<b>Factor</b>	<b>Weight</b>
Price Proposal (Tab 5)	30
Experience and Reputation of the Proposer, including warranty services (Tabs 1, 2, 6)	20
Demonstrated Qualifications of Personnel and Team (Tab 4)	20
Quality and extent to which the goods and services meet The Harris Center's needs (Tabs 1-7)	15
Whether the offeror's financial capability is appropriate to the size and scope of the project (Tab 3)	15
<b>Total</b>	<b>100</b>

The Harris Center's evaluation of proposals will be based on all available information, including submitted proposals, subsequent interviews (if necessary), reports, discussions, and reference checks.

**SECTION 5**  
**GENERAL TERMS AND CONDITIONS**

1. The Harris Center reserves the right to accept or reject all or any part of any Proposal, waive minor formalities, and to be the sole judge of quality and suitability.
2. This solicitation does not in any way obligate The Harris Center to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this solicitation.
3. The Harris Center may choose to award a contract based on the original submission, including interviews, if applicable, or move to negotiations. Because The Harris Center may choose not to enter into negotiations, all proposers are to assume the original submission may be considered a final proposal.
4. All documentation submitted by proposer shall be deemed the property of The Harris Center. No documentation or certification will be returned to any proposer.
5. The Harris Center will provide any and all building plans, surveys, drawings or data in its possession relevant to the Project.
6. A copy of all required licenses, proof of insurance, and documentation shall be provided to The Harris Center prior to any work commencing on the Project.

**7. DAVIS-BACON PREVAILING WAGE REQUIREMENTS**

The Federal Davis-Bacon and Related Acts (“Acts”) to this contract. Interested vendors must comply with all applicable provisions of the Acts in order to be considered an eligible vendor. The Davis-Bacon Prevailing Wage Rates are included herein.

**8. PRE-JOB SUBMITTALS**

- a. Evidence of Workers’ Compensation and Automobile Insurance coverage.
  - b. Evidence of Liability Insurance coverage.
  - c. Performance and Payments Bonds.
  - d. Signed Contract between The Harris Center and the Contractor.
  - e. Company removal and installation procedures.
  - f. Company safety procedures.
9. Contractor hereby agrees to file any and all required state and federal notifications for this project.
  10. Contractor agrees that upon award, a full contract for construction services will be executed by Contractor and the District on the AIA form A101 and A201, as amended by The Harris Center, or another suitable contract form selected by The Harris Center. A copy of the contract The Harris Center intends to utilize is attached hereto.

**11.** Where exceptions are taken to the solicitation or the contract, The Harris Center shall determine the acceptability of the proposed exceptions. The Harris Center is under no obligation to accept any exceptions. Exceptions may be considered in evaluating responses.

**12. Texas Public Information Act**

All information contained in proposal packet is subject to the Texas Public Information Act (the Act), located in the Texas Government Code, Chapter 552. Any member of the public, including the news media and competitors, may submit an open records request for the information contained in the proposal packet. Subject to the Act, Proposers may protect trade secret and confidential information from public release. All information the proposer believes to be confidential, a trade secret or proprietary information must clearly mark such information in boldface type and include the word “CONFIDENTIAL”, “PROPRIETARY” or “TRADE SECRET” at the top of every applicable page. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, proprietary information or other confidential documents.

Offerors are cautioned that once a response to a solicitation is opened, all information contained therein will be available to the PUBLIC unless the information is excepted from the requirements of Government Code Section 552 pertaining to Open Records.

The Harris Center for Mental Health and IDD cannot guarantee that it will not be compelled to disclose all or part of any proposal/RFP, since the information deemed to be confidential by the Proposer may not be considered confidential under Texas law or pursuant to a court order. In the event The Harris Center receives a request for portions or all of a proposal/RFP packet marked “confidential”, “trade secret” or “proprietary”, then The Harris Center will forward the request to the office of the Texas Attorney General. The Harris Center will notify the proposer whose proposal is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Proposer. Proposers are solely responsible for submitting a brief and the documents in issue to the Texas Attorney General. At all times, The Harris Center will comply with the provisions of the Texas Public Information Act as required by State law. The Harris Center must comply with the decision of the Attorney General, including decisions to release information marked “CONFIDENTIAL”, “TRADE SECRET” or “PROPRIETARY”.

**13. Minority and Woman Business Enterprises (“M/WBE”)**

It is the City of Houston’s policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City’s MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE’s. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

## **MWBE Goal: 23% MBE 11% WBE**

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

Contracts funded in whole or in part by federal funding (e.g. Community Development Block Grants (CDBG)) are also subject to the requirement to solicit minority businesses, women's business enterprises, and labor area surplus Proposers are used when possible, located at 2 C.F.R. § 200.321. The list of Labor surplus Proposers are provided at the Department of Labor's website at <https://doleta.gov/programs/lsa.cfm>.

Regulation 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

- I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- III. Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- IV. Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- V. Obtaining Assistance. The Contractor must use 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.
- VI. Prime Contractor. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (I) through (V) of this section. Selected contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

The Contractor(s) must take these steps regardless of whether it has met the City's MWBE goal referenced above.

### **14. Pay or Play**

City of Houston Contractors' Pay or Play Program: Proposers shall comply with the City's Pay or Play Program, as set out in Executive Order No. 1-7, the requirements and terms of which are incorporated into this RFP for all purposes. Proposers have reviewed the requirements of Executive Order No. 1-7 at <http://www.houstontx.gov/obo/popforms.html>. The Proposers should demonstrate that they have the willingness and ability to comply with the City's Contractors' Pay of Play Program.

### **15. HUD's Section 3 Program**

Section 3: The work to be performed under any contract issued pursuant to this RFP is on a project assisted under a program providing federal financial assistance from the U.S. Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 C.F.R. Part 135 apply to any contract issued pursuant to this RFP. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City HUD's Section 3 program requires that recipients of HUD CDBG funds, such as the City, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all Proposers contracted to the City and will be included in the Project Documents.

The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement issued pursuant to this RFP. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract issued pursuant to this RFP shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors, and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

## **16. Non-Discrimination Policy Statement**

The Harris Center for Mental Health and IDD does not discriminate against any individual or Contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Contractor because of race, color, religion, sex, national origin, age, disability, or political affiliation.



## **17. Immigration Reform and Control Act**

The successful Contractor shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

## **18. Offer and Acceptance Period**

All Proposals must be an irrevocable offer valid for one hundred twenty (120) days after the CSP opening date.

## **19. Notice “Not to Participate” Form**

We ask that the prospective contractor(s)/Contractor(s) who respond to this Request for Competitive Sealed Proposal invitation whether they can or cannot provide products, supplies and/or service(s) outline in this CSP complete the “Not to Participate” form. Contractors who respond to this CSP invitation will remain on our mailing list. Contractors making no response may be removed from our mailing list for future projects.

## **20. CSP Guarantee/Award Procedure**

All interested parties are required to guarantee their CSP response as an **irrevocable offer valid for One Hundred Twenty (120) days after the CSP due date**. The Harris Health Center for Mental Health and IDD understands the current volatile commodity market and will address any extreme fluctuations in material escalation from CSP submission date to Contract Award directly with the successful respondent.

The Harris Center for Mental Health and IDD in its sole and absolute discretion shall have the right to award for any or all items/services listed in each CSP, shall have the right to reject any and all CSPs as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest CSP and shall be allowed to accept the total CSP of any one Contractor.

## **21. Form W-9**

Contractors are to complete W-9 Form and Submit with their Proposal documents.

FORM W-9, Rev. October 2018, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Contractors are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Solicitation was emailed.

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **22. Modification or Withdrawal of Proposals**

Any Proposal may be modified or withdrawn prior to the deadline, provided such modification or

withdrawal is submitted prior to the deadline. Any modification received after the deadline may be deemed late and may not be considered.

**23. Conflict of Interest.** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with The Harris Center within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.

A Conflict of Interest Questionnaire is attached hereto and must be submitted with all proposals.

**24. Certificate of Interested Parties.**

House Bill 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this CSP will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for The Harris Center to contract with a provider. Therefore, The Harris Center requires that all proposals include a completed form.

By signing this document, the Proposer agrees that he/she understands the above terms and conditions, including but not limited to the requirements that contracts and subcontracts will be subject to the MWSBE, Section 3 Program requirements, and Pay or Play requirements, as detailed herein and the applicable AIA contracts. In particular, Proposer acknowledges and understands the requirement that it must make a good faith effort to award subcontracts or supply agreements in at least 23% MBE and 11% WBE of the value of the resulting contract to MWBEs.

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

Typed Name of Company Representative: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

**A101/A201**

## **“Federal Regulations Compliance Packet”**

**DAVIS-BACON WAGES (“Applicable general wages decision”)**

**SECTION 4**  
**REQUIRED FORMS**

The following attached forms must be included in order for the Proposal to be considered:

1. Sealed Proposal Form
2. Conflict of Interest Questionnaire (CIQ)
3. Certificate of Interested Parties – Form 1295
4. W-9
5. Not to Participate Form (if applicable)
6. 2 CFR Part 200 Contract Certifications
7. Signature Page
8. Schedule of Values
9. Deviations Form (if applicable)
10. Bidder's MWSBE Participation Plan with Letters of Intent
11. Section 3 Participation Plan with Letters of Intent
12. Pay or Play Forms; POP-1, POP-2, AND B2GNOW Access Request Forms

SEALED PROPOSAL FORM

To: The Harris Center for Mental Health and IDD  
Purchasing Department  
9401 Southwest Freeway  
Houston, TX 77074

For: 6168 South Loop East Apartments

We have carefully examined the bidding requirements, contract form, conditions of the contract, specifications, drawings, all other contract documents, and all other documents referred to therein, as well as the project site, and conditions affecting the work.

**Owner's Contingency**

Undersigned has included the specified Owner's Contingency sum of **\$500,000** in the **Base Bid**.

**Base Bid – 6168 South Loop East Apartments**

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, temporary facilities and utilities, and other services necessary for the construction, accomplishment, and completion in a workmanlike manner of the project, in accordance with the contract documents, for the lump sum amount of (to include Owner Contingency),

\_\_\_\_\_ DOLLARS  
AMOUNT WRITTEN IN WORDS (THIS GOVERNS)

\$( \_\_\_\_\_ )  
AMOUNT WRITTEN IN FIGURES

**Alternate #1 – HVAC Alternate**

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, temporary facilities and utilities, and other services necessary for the construction, accomplishment, and completion in a workmanlike manner of the project, in accordance with the contract documents, for the lump sum amount of,

\_\_\_\_\_ DOLLARS  
AMOUNT WRITTEN IN WORDS (THIS GOVERNS)

\$( \_\_\_\_\_ )  
AMOUNT WRITTEN IN FIGURES

We agree, if awarded the contract, to commence the work within \_\_\_\_\_ consecutive calendar days after Notification to Proceed is given. And, to complete all work associated with Base Bid as required by the contract documents within \_\_\_\_\_ consecutive calendar days after commencing the work.

**ADDENDA**

We hereby acknowledge receipt of \_\_\_\_\_ Addenda(s) and have included their provisions in this Proposal.

**Trade Contractors**

For Verification purposes, please provide the Company name of each organization being proposed for the following areas of work.

Mechanical Contractor \_\_\_\_\_

Electrical Contractor \_\_\_\_\_

Plumbing Contractor: \_\_\_\_\_

Fire Protection Contractor \_\_\_\_\_

Fire Alarm Contractor \_\_\_\_\_

Building Automation Contractor \_\_\_\_\_

NOTIFICATION

If notified of the acceptance of this bid within 120 days after the time set for opening of bid, we agree to execute a contract with the owner, on the prescribed form, for the above-mentioned work, for the above-mentioned amount, and commence work all as indicated in the Request for Proposal issued on August 26, 2021.

The undersigned certifies that the amounts contained in this bid have been carefully checked and are submitted as correct and final.

Type of Bidders

Organization: \_\_\_\_\_  
(Corporation, Co-Partnership, Individual, Etc.)

Bidder: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Signature of Bidder)

Title or Office: \_\_\_\_\_  
(Print or Type)

Legal Address: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Print or Type) (Print or Type)

ATTEST: \_\_\_\_\_  
(Secretary, if Bidder is a Corporation)

SEAL (If Corporation):



# CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	Date Received	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____                      Date                 </p>		

---

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

---

## CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Form 1295 must be filled out electronically with the Texas Ethics Commission’s online filing application and included with the proposal. Section 2252.908 of the Texas Government Code prohibits The Harris Center from entering into a contract resulting from this CSP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to The Harris Center. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility.

The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person: a) who has a controlling interest in a business entity with whom HCC contracts; or b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means: a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: a) receives compensation from the business entity for the person’s participation; b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) All vendors must complete Form 1295 **even if no interested parties exist.**
- (2) **Print a copy of the completed form.** Make sure that the form has a computer-generated certification number in the “Office Use Only” box.
- (3) **Have an authorized agent of the business entity sign the form.**

**Submit the completed Form 1295 by including the form with your proposal.**

NOTICE "NOT TO PARTICIPATE" FORM

Dear Contractor/Supplier,

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:

Our company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following category(ies) so that we may CSP at a later date:

Category(ies): \_\_\_\_\_

We have chosen NOT to submit a CSP at this time, but would like to remain on your list for this CSP category. We did not submit a CSP because:

Reason(s): \_\_\_\_\_  
\_\_\_\_\_

Please REMOVE our name from all The Harris Center lists until further notice.

Reason(s): \_\_\_\_\_  
\_\_\_\_\_

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

Representative: \_\_\_\_\_

Please Print

Address: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax ( ) \_\_\_\_\_

PLEASE RETURN THIS FORM ONLY TO:

The Harris Center for Mental Health and IDD  
Purchasing Department  
*Notice "Not to Participate"*- 6168 SOUTH LOOP EAST APARTMENTS CSP  
9401 Southwest Freeway  
Houston, Texas 77074

Authorized Signature: \_\_\_\_\_

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

**SUPPLIERS WHO RESPOND TO THIS INVITATION WITH A COMPLETED RFQ FORM WILL REMAIN ON OUR MAILING LIST. SUPPLIERS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.**

*Thank you for your time and assistance.*

*FORM W-9, Rev. October 2018, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER  
AND CERTIFICATION*

**Form W-9, Pages 1 – 6  
Attached**

**Suppliers are to complete this form and submit with their CSP documents. Go to attached link for W-9, if Solicitation was emailed.**

**<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

**2 CFR Section 200 REQUIRED PROVISIONS**  
**Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply only when the Non-Federal Entity expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the Non-Federal Entity and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

---

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**  
**APPENDIX II TO 2 CFR PART 200**

---

**(A) [Applicable ONLY to contracts in excess of \$250,000.] Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the Non-Federal Entity expends federal funds, the Non-Federal Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) [Applicable ONLY to contracts in excess of \$10,000.] Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the Non-Federal Entity expends federal funds, the Non-Federal Entity reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Non-Federal Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Non-Federal Entity believes, in its sole discretion that it is in the best interest of the Non-Federal Entity to do so. Vendor will be compensated for work performed and accepted and goods accepted by the Non-Federal Entity as of the termination date if the contract is terminated for convenience of the Non-Federal Entity. Any award under this procurement process is not exclusive and the Non-Federal Entity reserves the right to purchase goods and services from other vendors when it is in the Non-Federal Entity's best interest.

**(C) [Applicable ONLY to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when the Non-Federal Entity expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) [Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage**

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Pursuant to Federal Rule (E) above, when the Non-Federal Entity expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the Non-Federal Entity resulting from this procurement process.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Non-Federal Entity, Vendor certifies that during the term of an award for all contracts by the Non-Federal Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) *[Applicable ONLY to contracts in excess of \$250,000.]* Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the Non-Federal Entity, Vendor certifies that during the term of an award for all contracts by the Non-Federal Entity resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the Non-Federal Entity, Vendor certifies that during the term of an award for all contracts by the Non-Federal Entity resulting from this procurement process, Vendor



certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) [Applicable ONLY to contracts in excess of \$100,000] Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by the Non-Federal Entity, Vendor certifies that during the term and after the awarded term of an award for all contracts by the Non-Federal Entity resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**(J) Procurement of Recovered Materials – When federal funds are expended, the Non-Federal Entity and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the Non-Federal Entity, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed**

**in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.**

Pursuant to Federal Rule (K) above, when federal funds are expended by the Non-Federal Entity, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

Pursuant to Federal Rule (L) above, when federal funds are expended by the Non-Federal Entity, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

---

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

When federal funds are expended by the Non-Federal Entity for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

---

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When the Non-Federal Entity expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

---

#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of the Non-Federal Entity not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

---

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

*[Only Applicable to Contracts funded under the National School Lunch Program]* The Buy American regulations promulgated by USDA and TDA require public school Non-Federal Entities to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the Non-Federal Entity.

---

#### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

---

Vendor agrees that the Non-Federal Entity's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

---

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Date:

\_\_\_\_\_

**SIGNATURE PAGE**

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH RFP/PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST RFP/PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RFP/PROPOSAL OF ANY ONE CONTRACTOR.**

**THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE RFP/PROPOSAL OPENING DATE.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Number and Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

(     ) \_\_\_\_\_  
Telephone Number

(     ) \_\_\_\_\_  
Fax Number

Email Address \_\_\_\_\_

# DEVIATION FORM

## Commitment Statement

As a prospective contractor and representative Agent of \_\_\_\_\_  
(Company Name) I hereby state my commitment to comply with all the Contract terms, conditions  
or specifications contained in the CSP and proposed Contract.

**THIS COMMITMENT STATEMENT MUST BE SIGNED BY THE PROSPECTIVE CONTRACTOR  
WHETHER THERE ARE DEVIATIONS LIST OR NOT, AND SUBMITTED WITH THIS  
RESPONSE**

DEVIATION	
SPEC # Section # Or Page #	

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**MWSBE Participation Plan w/ Letters of Intent**  
**[470 Form AND/OR 471 and 472]**

### **Section 3 Participation Plan w/ Letters of Intent**

**Pay or Play Forms**  
**POP-1, POP-2, POP-3 and Access Request Form**



