



*Nueces County Appraisal District
201 N. Chaparral, Ste. 206
Corpus Christi, Texas 78401-2503*

*Ramiro "Ronnie" Canales
Nueces County Chief Appraiser*

*Office: (361) 881-9978
Fax: (361) 887-6138
<http://www.ncadistrict.com>*

SECTION 1: INVITATION FOR BIDS

INVITATION NO: **BI-2018-02 Building Repairs**

BID CLOSING TIME: **February 19, 2018 4:00:00 PM Central Time**

District Contact: Elias Sissamis, Manager of Administration, esissamis@nuecescad.net

Alternate: Irene Lugo, ilugo@nuecescad.net

For this bid invitation, the following documents are relevant:

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***Complete and deliver (or email) these documents by BID CLOSING TIME above in a sealed envelope (or password protected file if emailing).**

Bidders must be available up to at least 10am the following morning to provide the District with the password for any emailed bids.

SECTION 2: BIDDING INSTRUCTIONS AND TERMS

Please check <http://www.ncadistrict.com/Procurement> periodically for any addendum to this IFB.

1. **Anticipated schedule** for this bid process is as follows:

Date	Activity
Feb 2, 2018	Issue IFB (Public advertisement on Feb 4 and Feb 11, 2018)
Feb 5–16, 2018	Bidders inspect site (appointment <u>only</u> - esissamis@nuecescad.net to schedule)
Feb 19, 2018	<u>Sealed</u> bids due 4:00:00 pm CT due in District office via either method: Mail/Delivery: 201 N Chaparral Suite 206, Corpus Christi, Texas 78401 Email (with password): esissamis@nuecescad.net and llugo@nuecescad.net
Feb 20, 2018	District requests passwords to electronic bid files by 10am CT
Feb 20, 2018	Public opening of bids, 10:30am CT Nueces County Appraisal District, 201 North Chaparral, Board Room, Corpus Christi, Texas 78401
After	District staff contact successful bidder(s) to proceed

2. **Specifications**

Bidders are expected to examine the specifications herein and all instructions. Failure to do so will be at the Bidder's risk. Bidders may provide a product exceeding specifications, as an alternate bid.

3. **Bid Terms and Requirements**

- A. Bidder and any of its agents/subcontractors/other related parties must be legally authorized to provide the goods and services that are the subject of this IFB. By signing and submitting a bid, Bidder is committing to all terms and conditions as outlined in the IFB, except as indicated in the bid.
- B. The Bidder should quote its lowest and best price, F.O.B. destination point (District) on each item. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the District to determine maximum economic benefit. Pricing should include packaging and transportation unless otherwise specified. Pricing shall be entered as instructed on the Bid Sheet. In case of discrepancy between unit price and total price, the unit price will be presumed correct.
- C. Bids should be firm. If the Bidder, however, believes it is necessary to base its price on a price adjustment, such a bid may be considered, but only as an alternate bid.
- D. Transportation Charges. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the District shall have the right to designate what method of transportation shall be used to ship the goods.
- E. Taxes. The District does not have to pay Federal Excise Taxes or State and Local sales and use taxes. Tax exemption certificates can be provided upon request.
- F. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays. Time of delivery is part of the bid and is very important. The required delivery date indicated is at point of destination. If the indicated date cannot be met or date is not indicated, Bidder shall state its best delivery time.
- G. If the Bid Invitation indicates that alternate or "approved equal" products are acceptable, the bidder may offer such as an alternate bid. Final "approved equal" determination remains solely with the District.
- H. Bids submitted on other than District forms or with different terms or provisions may be considered nonresponsive and eliminated from consideration at the District's sole discretion.

4. **Submitting Bids**

- A. Each Bidder must submit the items indicated on page 1 either a sealed envelope or a password protected file and be available up to 10am the following morning to provide the District with the password. If a bidder cannot be available during that time, please make arrangements to email the Contact and Alternate Contact on Page 1 with the password only after the BID CLOSING TIME.
- B. Bids will remain sealed (password protected) until after the BID CLOSING TIME.
- C. Bids received after the exact hour and date of the BID CLOSING TIME shall not be considered.

5. **Modification or Withdrawal of Bids**

Bids may be modified or withdrawn prior to the exact hour and date of the BID CLOSING TIME.

6. **Evaluation Factors**

- A. The District may award to the bidder(s) who provides goods or services at the “best value” for the District. To determine the best value for the District, the District may consider:
 - a. the purchase price;
 - b. the reputation of the bidder and of the bidder’s goods or services;
 - c. the quality of the bidder’s goods or services;
 - d. the extent to which the goods or services meet the District’s needs;
 - e. the bidder’s past relationship with the District;
 - f. the impact on the ability of the District to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - g. the total long-term cost to the District to acquire the bidder’s goods or services; and
 - h. any other relevant criteria specifically listed in this bid invitation/request for bids or proposals.
- B. **Partial Awards.** Bidders may furnish pricing for all or any portion of the Bid Invitation. Unless the Bidder specifies otherwise in his bid, the District may award the contract for any item or group of items shown on the Bid Invitation.
- C. **Reservations.** The District expressly reserves the right to do any combination of the following:
 - 1. Award any combination of items to the same or different bidders;
 - 2. Waive any immaterial defect, irregularity or informality in any bid or bidding procedure;
 - 3. Cancel this IFB at any point in the process even after bid submittal;
 - 4. Reject any and/or all bids received for any reason as determined solely by the District;
 - 5. Reissue the IFB;
 - 6. Extend the bid closing time and date;
 - 7. Cancel this solicitation process and obtain any or all of the item(s) by other means (i.e. government purchasing cooperative, etc.);
 - 8. Include bids from any government purchasing cooperatives as if they also bid;
 - 9. Increase or decrease the quantity specified in the Bid Invitation, unless the Bidder specifies otherwise;
 - 10. Consider and accept an alternate bid, as provided herein, when most advantageous to the District, in the event no bid is received that fully complies with all requirements and criteria used to determine the lowest responsible bid.

7. Conflicts of Interest

Bidders must comply with the conflict of interest provisions of the District Charter and applicable laws. Each Bidder must file with the District a disclosure of interests on the form supplied by the District. Bidders are obligated to provide updated information concerning the disclosure of interests, as warranted, throughout the time the bids are being considered.

Bidders who already have a current disclosure of interest form on file in the District will not be required to submit a separate form with their bids, provided that they have signed the certificate on the Bid Sheet certifying that the disclosure of interest information on file is current and true.

8. Equal Employment Opportunity

Bidders are expected to comply with the Affirmative Action with respect to its provisions concerning any contractors.

ATTACHMENT A: SCOPE OF WORK

The District’s office building 201 N. Chaparral, Corpus Christi, Texas 78401 sustained certain exterior damages during Hurricane Harvey. The following is a description of the repair work needed, which exterior side of building, and estimated measurements of materials and time.

<u>Item</u>	<u>Description</u>	<u>Front</u>	<u>Rear</u>	<u>Right</u>	<u>Left</u>	<u>Total Units</u>	<u>Per Measure</u>
1	Synthetic Stucco (EFIS) Crack repair	9.66			6	15.66	LF
2	Redash color coat - sand texture	400	1,592	800	120	2,912	SF
3	R&R Metal Lathe and Stucco		720			720	SF
4	Synthetic stucco - raised trim		60			60	LF
5	Detach/reset wood fence 7'-8' high		16			16	FT
6	R&R Synthetic Stucco repair			50		50	SF
7	6" Box Aluminum Gutter (material)			52		52	LF
8	Soffit & Fascia Installer - per hour			12		12	Hrs
9	Demo Debris and Haul Off						

R&R = repair and replace; LF = Linear feet; SF = square feet; Hrs = Hours

All repair work is to be completed in a first-class manner with every effort made to match existing material, texture, and color of the surrounding existing materials. Contractors are strongly encouraged to schedule a tour of the District’s building to inspect the damages before bidding.

Bids:

“Cost plus percentage of cost” arrangements are not permitted. Base bids should be based on repair and replacement of exact existing materials using the quantities indicated above. An alternative bid for the District’s consideration is requested for item 3. After work commences, any changes from the estimated quantities above will be valued at the computed per-measure price based on total bids on the bid sheet in Attachment B (i.e. per linear foot for item #1, per square foot for item #2, etc.).

Bids listed on Attachment B include the following:

1. Base bid: Replace existing as outlined above.
2. Alternate bid: (Item 3 only) using EFIS instead of stucco at District’s option.
3. Questions to be answered by Bidders.

Attachments B and C are to be submitted as a bid.

ATTACHMENT B: BID SHEET

1. Quote your best price, F.O.B. Destination, on each item.
2. In submitting this bid, Bidder certifies that: (a.) the prices in this bid have been arrived at independently, without consultation, communication or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices, and (b.) Bidder is an Equal Opportunity Employer.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder and shall fully comply with the terms and conditions of the Invitation for bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid documents, if the offer is accepted within 90 calendar days after date of bid opening.

Firm Name: _____ **Telephone:** - - _____

Address: _____ **Fax:** - - _____

City: _____ **State:** _____ **Zip:** - _____ **E-mail:** _____

Firm's Principal Place of Business:			
Address: _____	City: _____	State: _____	Zip: - _____

Date: _____

Signature of Person Authorized to Sign Bid

Signer's Name: _____ **Title:** _____

(Please print or type)

ATTACHMENT B: BID SHEET (Continued)

<u>Item</u>	<u>Description</u>	<u>Total Units</u>	<u>Per Measure</u>	<u>Extended</u>
1	Synthetic Stucco (EFIS) Crack repair	15.66	LF	\$ _____
2	Redash color coat – sand texture	2,912	SF	\$ _____
3	R&R Metal Lathe and Stucco	720	SF	\$ _____
4	Synthetic stucco – raised trim	60	LF	\$ _____
5	Detach/reset wood fence 7'-8' high	16	FT	\$ _____
6	R&R Synthetic Stucco repair	50	SF	\$ _____
7	6" Box Aluminum Gutter (material)	52	LF	\$ _____
8	Soffit & Fascia Installer – per hour	12	Hrs	\$ _____
9	Demo Debris and Haul Off Other (Describe):			\$ _____
10	Total Bid			\$ <input style="width: 150px; height: 20px;" type="text"/>
	<u>Alternate:</u>			
3	Substitute EFIS for stucco	720	SF	\$ <input style="width: 150px; height: 20px;" type="text"/>

Additional Questions:

1. Please review Attachment D draft of the master contract. Please state any concerns about the terms and proposed resolutions. Attach additional sheet(s) if needed.

2. Please state any other information Bidder wants the District to consider (please describe below). Attach additional sheet(s) if needed.

Attachment C: Certification Forms (Page 1 of 5)

CERTIFICATION FORM

In submitting this bid, I certify as follows:

1. **Non-Collusion Certification:** The undersigned Firm hereby certifies that it has made this proposal independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other Firm or with any other competitor;
2. **Proposal Validity Certification:** The undersigned offers and agrees, if this offer is accepted within 120 calendar days from the proposal due date, to furnish any or all services upon which fees are offered at the designated point within the time specified;
3. **Non-Debarment Certification:** The undersigned Firm hereby certifies that it is not included on the U.S. Comptroller General's Consolidated List of Persons or firms currently debarred for violations of various contracts incorporating labor standards provisions;
4. **Non-Conflict Certification:** The undersigned Firm hereby represents and warrants that no employee, official, or member of the District's Board of Directors is or will be peculiarly benefited directly or indirectly, in this Contract; and
5. **Non-Inducement Certification:** The undersigned Firm hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

The undersigned hereby further certifies that s/he has read all of the documents and agrees to abide proposal by the terms, certifications, conditions, and addenda thereof.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT C: CERTIFICATION FORMS (Page 2 of 5)

Business Address: _____
(Street Address) (City) (State) (Zip Code)

Mailing Address: _____
(P.O. Box) (City) (State) (Zip Code)

Telephone: (Office) _____ (Fax) _____

S.S.# or Tax ID #: _____

Firm Owner: _____

Firm CEO: _____

Date firm was founded: _____

ADDENDA ACKNOWLEDGEMENT:

Receipt of the following addenda is acknowledged (give addenda number)

ATTACHMENT C: CERTIFICATION FORMS (Page 3 of 5)

BUSINESS DESIGNATION FORM

PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:

YES **NO** - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Texas Certified HUB:

<http://www.window.state.tx.us/procurement/prog/hub/>

YES **NO** - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

YES **NO** OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.

Firm Name: _____

Telephone: _____ - - Ext. _____

Address: _____

Fax: _____ - - _____

City: _____ State: _____ Zip: _____ -

E-mail: _____

Signature of Person Authorized to Sign Form

Date: _____

Signer's Name: _____
(Please print or type)

Title: _____

ATTACHMENT C: CERTIFICATION FORMS (Page 5 of 5)

4. State the names of each employee or officer of a “consultant” for the District who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME

CONSULTANT

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Nueces County Appraisal District as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

ATTACHMENT D: PREVIEW OF MASTER CONTRACT, TERMS, AND CONDITIONS

Note: The terms "Agreement" and "Contract" are used synonymously.

The Nueces County Appraisal District (District) issued a Invitations for Bids (IFB) 2018-02 to obtain certain building repairs as outlined in Attachment A. The District selected _____ (Contractor, bidder, and similar identifying names) to provide the services.

1. Agreement. District and Contractor intend to set forth the terms of their respective duties in the form of this Master Agreement (Agreement, Contract) supplemented by series of documents, as follows:
 - Attachment A: Scope of Work
 - Attachment B: Bid Sheet
 - Attachment C: Certification Forms
 - BID 2018-02 and any Addenda
 - All other agreements and attachments

Precedence: In cases of conflict between the above documents, precedence is given to the documents in the order listed above. If a document is silent on a particular issue, then the first document to address that issue takes precedence.

2. Contractor. Contractor assumes responsibility for its required duties and has asserted the necessary legal and other traits to do so through submitting its bid documents.
3. Performance. Contractor shall perform all of its specified duties under this Agreement in a "first class" manner, consistent with all applicable regulations and industry standards. All performance shall be to the reasonable satisfaction of the District with any defective or substandard performance promptly remedied by Contractor.
4. Compensation. Contractor shall be compensated according to the terms and specified fees listed in Attachment B. Prior to any payment, Contractor agrees that it shall provide a duly executed IRS Form W-9. Any paper invoices for all work on a monthly basis shall be delivered to Nueces County Appraisal District, Attn: Accounts Payable, 201 N. Chaparral, Suite 206, Corpus Christi, Texas 78401. Payment shall be on a net 30 basis with any provision for retainers complied with by District.
5. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor to the District, and Contractor shall not in any event be deemed an employee or other representative of the District. Any persons employed by contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Agreement. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.
6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matters covered by it.
7. Amendments. Amendments shall be made a part of and become incorporated into this Agreement. All Amendments must be in writing and signed by both parties.

8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
9. Termination. Either party may terminate this Agreement upon written notice to the other. Contractor may terminate this Agreement upon at least 30 days written notice to District. The District has the right to terminate this Agreement upon 30 days notice and without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. Contractor must comply with all District instructions for transfer of any District property within Contractor's possession and/or if Contractor has the power to affect such.

The District shall further have the right to immediately terminate for default all or any part of this Agreement if Contractor breaches any of the terms hereof, becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance.

If the District terminates Agreement under the foregoing paragraph, the District shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the effective date of notice of cancellation.

Agreement may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending Contractor written notice. The District's decision as to whether sufficient appropriations and authorizations exist shall be accepted by the Contractor as final.

10. Assignment. Contractor shall not assign or subcontract any of its rights, duties or obligations under this Agreement without prior written consent of the District. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the District shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Agreement. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the District for damages or claims arising under this Agreement or any other obligation owed by contractor to the District.
11. Tools, Equipment and Supplies. Contractor shall provide such software, equipment, supplies, materials, employees, management and any other items or services as may be necessary in order to enable Contractor to provide the services required or proposed.
12. Insurance. At all times during the performance of its duties under this Agreement, Contractor, at its sole cost, shall maintain in force insurance coverage from companies duly licensed or authorized in the State of Texas to issue insurance policies for the required limits and coverages and have an A.M. Best rating of A-VIII or better. Required coverage levels:

- a. Commercial General Liability / Builders Risk: \$1 million minimum;

- b. Workers Compensation, as required by statute, and employer's liability insurance with policy limits of at least \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the District.
- c. Auto (if motor vehicles are used by Contractor to perform the services specified): Combined single limit of \$1,000,000.
- d. For contracts for work exceeding the Federal Simplified Acquisition Threshold (currently \$150,000), performance bond coverage sufficient to cover for all work under this contract.

Evidence in the form of certificates of insurance evidencing these coverage shall be furnished to the District prior to the commencement of work. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the District and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the District upon its written request.

Contractor shall notify the District in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 13. Indemnification. Contractor fully indemnifies, saves and holds harmless the District, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all liability, damage, account of personal injury (including, without limitation, workers compensation and death claims) and property loss or damage of any kind whatsoever arising out of or in connection with any act or omission of Contractor, its officers, employees and/or agents, in connection with this Agreement. Contractor shall assume on behalf of the District and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the District joined therein, even if such claims be groundless, false or fraudulent.
- 14. Disputes and Interpretations. In the case of any doubt or difference of opinion with regard to the interpretation of provisions of the Agreement documents, the District's decision shall be final and binding upon all parties.
- 15. Advertising. Contractor shall not advertise or publish, without the District's prior consent, the fact that it has entered into this Agreement, except to the extent necessary to comply with proper requests by law.
- 16. Governing Law and Venue. To the extent that this Agreement is not governed by applicable federal laws and regulations, it will be governed by and construed in accordance with laws of the State of Texas. Any disputes shall be resolved and any lawsuits shall be tried in Nueces County, Texas.
- 17. Confidentiality, Audits and Inspections. All information assembled by Contractor under this Agreement shall be kept confidential and made available to no third parties without prior written approval by the District. Upon reasonable notice and at reasonable times, Contractor shall make records available to the District, its agents, auditors and other District-approved parties on the District's instruction.
- 18. Notices. Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in this Agreement, or using such other delivery methods as the parties may designate to each other in writing.
- 19. Term. This agreement will commence on the "Executed" date below (Effective Date) and commence

until final acceptance of work by District.

20. Equal Employment Opportunity.

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

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

21. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals

(defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

22. Procurement of recovered materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

23. Access to Records. The following access to records requirements apply to this contract:

- a. Contractor agrees to provide the District, its FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

24. DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

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

FEMA financial assistance will be used in connection with this work. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives related to this work.

26. No Obligation by Federal Government.

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

27. Program Fraud and False or Fraudulent Statements or Related Acts.

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXECUTED this ____ day of _____, 20__.

NUECES COUNTY APPRAISAL DISTRICT

NAME OF CONTRACTOR

By: _____
Ramiro "Ronnie" Canales, RPA
Chief Appraiser
201 North Chaparral, Suite 206
Corpus Christi, Texas 78401

By: _____
Printed Name of Authorized Signer
Title of Authorized signer
Street Address
City, State ZIP