

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
- Each section of the vendor’s response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Sections I-VIII below must be uploaded under Bonfire’s Requested Information section.

Section I: Transmittal Letter - The transmittal letter should include:

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor’s company with proposal and any future negotiations; and
- A brief statement summarizing the vendor’s understanding of the project and relevant experience.

Section II: Scope of Service/Methodology and Approach

- Describe proposed methodology and approach for meeting requirements in the specifications, including a description of vendor’s understanding of the project.
- Provide the greatest amount of meaningful detail as possible to describe the proposed products/ services and specific deliverables. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Demonstrate the capability of providing services in at least two (2) or more of the service categories listed in the Specifications, Consultant Classification/Service Categories.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County
- Optional/Value-Added Products and/or Services (if applicable)

Mere reiterations of the specifications are strongly discouraged, as they do not provide insight into the vendor’s ability to meet the specifications.

Section III: Pricing Information (Hourly Rate Schedule) –Vendor Hourly Rate Schedule shall clearly identify any Vendor-Defined Consultant services not listed in the Category Services BidTable(s), that are necessary to provide comprehensive support for Information Technology (IT) consulting services. The vendor’s hourly rate schedule shall be uploaded to Bonfire in an Excel format under the Requested Information section of this solicitation.

Vendor shall download the excel **Service Category Pricing Sheet(s)/Bid Table(s)** located under the Requested Information section. Pricing submitted shall reflect consultant rates for the service categories relevant to the vendor’s expertise and offerings

Section IV: Sample Statement of Work (SOW)

- Vendor shall provide a sample SOW for one (1) of the Service Categories listed in the Specifications, Consultant Classification/Service Categories section. Preferably the selected category should align with the category the vendor’s proposed rate.

Section V: Qualifications and Experience

- The County will review proposals submitted by all vendors. The County may, at any time, investigate a vendor’s ability to perform the work. The County may ask for additional information about a company and its work on previous contracts.
- The County is interested in understanding previous experience in performing similar or comparable work with current or previous support models; with current or past; business and technical organization;

staffing and personnel turnover (especially in technical areas); customer lists; or other relevant information.

- Vendor shall have an established business for at least five (5) years with a minimum of five (5) years of experience in:
 - Performing similar scoped work and project management.
 - Providing end-to-end solutions to government entities or corporations.
 - Implementing, monitoring, and supporting solutions for organizations of comparable size to Harris County.
- Vendor shall have the ability to obtain a payment bond for subcontractors if required.
- Vendor shall not be in default or arrearage under any previous or existing contracts with the County, State, or any other political subdivision of the State of Texas.
- The County reserves the right to disqualify any vendor, or any constituent entity of the vendor, that has pending litigation, claims, or outstanding debt with the County
- All contract employees shall be directly employed by the awarded vendor and/or its contracted subcontractors.
- A fully qualified labor force shall be in place at the start of the contract and maintained throughout its duration.
- Vendor shall provide close and continuous first-line supervision for all contract employees to ensure performance and compliance.
- The successful vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
 - The successful vendor shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of: i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by the successful vendor during the term of the Contract to perform duties within Texas; and ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
 - The successful vendor shall require its subcontractors to comply with the requirements of this Section and successful vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by successful vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.
 - The successful vendor shall conduct a screening/background check on each contract employee prior to being assigned to work in any capacity at a County facility. The successful vendor shall notify the County of felony and misdemeanor background checks obtained from the Harris County Clerk defining the findings of their screening/background checks. The County reserves the right to instruct the successful vendor to remove any contract employee upon review of the employment information form and/or findings of the screening process. The successful vendor shall maintain and provide Harris County a current contract employee list showing all contract employees assigned to work under this contract.
 - The successful vendor shall immediately report any changes to the contract employee listing and shall furnish information reflecting the changes as they occur. Successful vendor agrees that all contract employees shall submit to and pass a police background investigation report, a drug test and/or a polygraph examination upon request. Note: The cost associated with the required background check is the responsibility of the awarded vendor and shall not be passed on to potential contract employee or the County.
- **Consultant Questionnaire Q-08AV** – Vendor shall complete the Consultant Questionnaire Q-14SV, which provides information related to the vendor's qualifications and experience as an organization and how it can provide the type of services requested.
- **References Questionnaire Q-01TZ** – Vendor shall provide at least three (3) professional references to demonstrate proof of five (5) or more years in an established business.
- Texas Criminal Justice Information Systems (CJIS) Access Policy Contractor Personnel Criminal

History Record Information. HCUS conducts State and National criminal history checks using fingerprint identification on employees that access/utilize or initiate transmission of Texas Crime Information Center (TCIC) / National Crime Information Center (NCIC) information to be in compliance with Federal Bureau of Investigation (FBI) and CJIS requirements. Criminal history background checks are conducted to assess eligibility for contract services with HCUS. Awarded vendors will receive a criminal history search authorization form, which must be completed by the contractor as a prerequisite for performing work with HCUS, when applicable fingerprint identification on employees that access/utilize or initiate transmission of Texas Crime Information Center (TCIC) / National Crime Information Center (NCIC) information to be in compliance with Federal Bureau of Investigation (FBI) and CJIS requirements. Criminal history background checks are conducted to assess eligibility for contract services with HCUS. Awarded vendors will receive a criminal history search authorization form, which must be completed by the contractor as a prerequisite for performing work with HCUS, when applicable.

FBI/CJIS eligibility requirements are:

Felony Conviction	Permanent Disqualifier
Felony Deferred Adjudication	Permanent Disqualifier
Class A Misdemeanor Conviction	Permanent Disqualifier
Class A Misdemeanor Deferred Adjudication	Permanent Disqualifier
Class B Misdemeanor Conviction	Disqualifier for 10 years
Class B Misdemeanor Deferred Adjudication	Disqualifier for 10 years
Open Arrest for Any Criminal Offense (Felony or Misdemeanor)	Disqualifier until disposition
Family Violence Conviction	Permanent Disqualifier

Section VI: Capacity and Resources

- Description of project team organization; list all key personnel including names, title and role of each key team member that will be assigned for the proposed product/services, if applicable.
- Demonstrate its overall staffing size and capacity of the organization to provide resources within a timely manner, taking into consideration the vendor's current and projected planned workload.
- Vendor must establish that it has sufficient financial strength, resources, and operational capability to execute and fund project requirements.

Section VII: Legal Documents – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

Section VIII: Miscellaneous – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section. The exceptions statement is to be uploaded to Bonfire in the specified format under the Requested Information section of this solicitation.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor’s risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the “Public Information Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED “CONFIDENTIAL”. For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

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

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

Harris County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor’s representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted Harris County personnel, or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Harris County Purchasing. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor’s representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

EVALUATION CRITERIA

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

- Scope of Service/Methodology and Approach (Section II)35%
- Qualifications and Experience (Section V)25%
- Capacity and Resources (Section VI)20%
- References (Section V) 5%
- Pricing (Section III)15%
- Cybersecurity and Information Technology Controls [Pass/Fail]

Vendor shall acknowledge and agree to abide by the County Cybersecurity and Information Technology Controls defined within the attachment.

Cybersecurity Technical Questionnaire (when applicable): IT Infrastructure Planning and Security Governance (I2PSG) committee review to assess IT security and/or cybersecurity risk of proposed solution shall apply if the proposed product(s)/solution(s) needs or requires access to the Harris County network. The intent of this review phase is to ensure that proposed product(s)/solution(s) meet or exceed the minimum IT security and/or cybersecurity requirements. Product(s)/solution(s) will receive a “Pass/Fail” rating. Product(s)/solution(s) receiving a Fail rating may only be considered for award if they do not require access to the Harris County network.

The purchase of software is not within scope of this project however, a sample IT US Reference Architecture and Questionnaire Checklist (USRA) is located under the Supporting Documentation of Bonfire and will be requested when applicable. **The USRA is required for all software purchased by the County.**

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

AWARD

Harris County anticipates awarding to multiple vendors. However, the County reserves the right to award whatever is in the best interest of Harris County.

Projects resulting from this RFP will be ordered as needed and awarded based on proposed scope of work, available resources, and pricing as determined by Harris County.

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

This solicitation consists of two (2) phases. In the first phase of the solicitation process, Harris County is soliciting submittals from vendors to establish a multiple vendor award there by creating a pool of vendors to provide all or a subset of described goods and/or services on an as needed basis throughout the contract period. The first phase will result in Master Contract Award(s) (MCA)(s) if an ITB or Master Service Agreement(s) (MSA)(s) if an RFP.

Projects stemming from this solicitation are deemed Sub-Projects and will be subject to a secondary phase resulting in a Sub-Award.

In the second phase, as the need arises, the County will release an Invite Only secondary mini- Request for quote (RFq)(s) to the bench of contracted firms selected pursuant to this solicitation.

Sub-award of RFq(s) will be made to the firm under contract with the County that is: (a) determined most qualified based on a review of the RFq in accordance with the review criteria to be set forth in the RFq, and (b) proposing a reasonable price, as determined by the County.

Rates for RFq(s) shall be in accordance with the Contractor rates included in the awarded contracts.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: <https://ethics.state.tx.us/filinginfo/1295/> prior to submitting vendor's response. Failure to do so may result in disqualification of vendor's response.

LEGAL DOCUMENTS

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor will be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor

and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

INVOICES / PAYMENTS

Payment terms are "Net 30" from date the invoice is approved by the Harris County ; therefore, payment to the vendor may be up to one (1) month from the date the invoice is approved.

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement.

Invoices will be sent to:

Harris County Auditor's Office c/o Accounts Payable
1001 Preston, Suite 800
Houston, Texas 77002

Or emailed to: VENDORINVOICES@HCTX.NET

The exact format for invoices and other attachments will be agreed upon between the vendor and Harris County during contract negotiations.

PURCHASE ORDER

Services and/or products must not be provided, and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments when applicable. Once a purchase order is issued, the using department will contact the vendor directly to place service orders.

PERFORMANCE

Vendor agrees to use best efforts, but in no event less than commercially reasonable efforts, to provide the product(s) and/or service(s) subject to this RFP. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this RFP. Vendor shall use skilled, trained personnel, who shall be supervised by vendor.

ALTERATION OF DOCUMENT

No alterations may be made to this document. Any alterations made may result in the proposal being deemed non-responsive and rejected. The terms and conditions contained within this RFP supersede all conflicting terms within any cooperative purchasing contracts associated with this purchase.

TOLL/PARKING FEES

Any and all toll/parking FEES incurred by the vendor during the term of this contract will be the responsibility of the vendor.

NO GUARANTEE OF QUANTITIES

Harris County makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. Further, Harris County makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this procurement solicitation. However, vendors are expected to carry sufficient inventories to service the needs of FPM and shall furnish all required goods and/or services to FPM at the stated price, when and if required. FPM makes every effort to be as accurate as possible when providing estimated quantities; however, quantities are subject to change for various reasons.

POTENTIAL CONFLICT OF INTEREST

Notwithstanding any other requirements contained in the General Requirements section, the Potential Conflicts of Interest section specifically disqualifies any vendor, consultant, contractor and or any other entity who may have been a contributor to the creation of this RFP from proposing on this RFP and shall constitute a "prohibited proposal".

SUBCONTRACTOR

Should the awarded vendor use any subcontractor(s) to perform the physical services required under this contract and the total contract amount proposed exceeds \$25,000, the vendor shall be required to obtain a payment bond for the total amount

of the vendor's proposal. The payment bond shall remain in effect for the entire initial term of the contract. For the purposes of this RFP, a subcontractor shall include anyone performing any Work or Services under the resulting contract not directly employed by vendor. Subcontractor includes but is not limited to, personnel provided by staffing agencies or other means, personnel in direct contractual relationship with vendor, or those being paid as 1099 personnel. Where appropriate, it shall also mean trade vendors.

By law, any subcontractor used on any Harris County contract/job must be paid by the awarded vendor. Any cost associated with the payment bond must be included in the costs associated with this contract. A new payment bond will be required each year the contract is renewed. Harris County will provide the appropriate bond documents to the awarded vendor to complete and submit prior to commencing any work.

PAYMENT BOND

If successful vendor utilizes a subcontractor, successful vendor is required to furnish a payment bond in the amount of 100% of proposal within ten (10) days of the award. The payment bond must remain in effect for the duration of the contract including renewals. Upon award, Harris County Purchasing will send awarded vendor a payment bond application.

LICENSURE

Vendor shall provide, as part of its response, evidence of compliance with all governing requirements for licensure, registration and/or certification. **All responding vendors MUST be currently registered with the State of Texas and have a current and valid Franchise Tax Identification number.** Photocopies of relevant documents shall be included with submission and will be sufficient for RFP purposes. Harris County reserves the right to require presentation of original licenses or certified copies thereof.

By the submission of a response to this RFP, vendor warrants and represents they have and will maintain compliance with all governing regulations and laws, including Federal, State and Municipal.

INSURANCE

Harris County requires that each proposal be accompanied by the company's current Certificate of Insurance. The Certificate **MUST** be on the standard industry ACORD form and signed by the agent. If the insurance on the certificate will expire in six months or less from the time the proposal is submitted, the company must include a letter on its own stationery that verifies it will continue insurance at the same levels beyond the expiration date on the certificate. The proposer does not need to commit to the same agent or carrier but must continue insurance. When said current policies expire, the proposer must provide new certificates, as no further agreement will be pursued until verification of coverage is confirmed.

The Certificate of Insurance must include coverage for each and every insurance requirement in this document particularly the Workers Compensation 110.110 requirements. Vendor shall procure and maintain appropriate insurance coverage, including as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this proposal. The certificate must identify Harris County as an additional insured, provide a waiver of subrogation and confirm the Hold Harmless status of the County.

SECURITY BREACH NOTIFICATION

Vendor shall have policies and procedures in place for the effective management of information security. In the event that vendor discovers a "security incident," vendor agrees to notify the County as soon as possible, but in no event shall notification occur later than 24 hours after discovery. "Security incident" is defined by Sec. 2054.603 of the Texas Government Code to include (i) a breach or suspected breach of system security (as defined by Sec. 521.053, Texas Business and Commerce Code), and (ii) the introduction of ransomware (as defined by Sec. 33.023, Texas Penal Code) into a computer, computer network, or computer system. Contractor shall provide notifications required by this clause to the County's Chief Information Officer at 713-274-4444 or svcitchd@hctx.net.