

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: Technical Capability and Approach – The technical capability and approach shall include:

- Demonstrated understanding of the County's website modernization needs and objectives.
- Quality and comprehensiveness of the proposed technical solution for website architecture and infrastructure.
- Proposed approach for implementing responsive, mobile-friendly design that adheres to modern web standards.
- Methodology for content organization and information architecture planning.
- Technical strategy for system integration with existing County applications and third-party services.
- Proposed search functionality implementation and approach to ensuring accurate and relevant results
- Technical specifications of the proposed Content Management System (CMS).
- Technical approach to ensuring scalability to accommodate future growth and adaptability to emerging technologies.
- Disaster recovery and backup procedures.
- Plan for regular security assessments and updates.
- Proposed analytics implementation for tracking website usage and user behavior.
- Dashboard and reporting capabilities for the County stakeholders
- Approach to performance optimization and page load speed.
- User feedback collection mechanisms and continuous improvement approach

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 - Fee Schedule shall be uploaded to Bonfire in an Excel format under the Requested Information section of this solicitation for instructions see Specifications page 6. The rates quoted on the BidTable must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for testing, labor, material, equipment, delivery, training, support and any other cost incurred. No separate line item rates or charges will be accepted. Quantities are estimates. Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs.

Section IV: Experience and Qualifications – The experience and qualifications shall include the following:

- Vendor's experience with similar website modernization projects for comparable governmental entities
- Demonstrated expertise in User Experience (UX) design and information architecture
- Qualifications and experience of key personnel assigned to the County's project
- Past performance on similar projects, particularly for governmental organizations similar to Harris County

- Portfolio of previously completed website modernization projects
- Client references from similar website modernization projects
- Demonstrated expertise in content migration and data management
- Expertise in analytics implementation and performance optimization
- Proven track record in delivering accessible and secure government websites

Section V: Project Management and Implementation – The project management and implementation shall include:

- Detailed project management methodology and implementation plan
- Proposed timeline and phased approach for the Harris County website modernization
- Quality assurance and testing procedures
- Resource allocation and team structure dedicated to the County’s project
- Communication plan and reporting mechanisms
- Risk management approach and mitigation strategies
- Change management procedures
- Methodology for ongoing performance monitoring and improvement
- Strategy for using analytics to inform future website enhancements
- Approach to knowledge transfer and ongoing support
- Post-implementation support and maintenance options

Section VI: Accessibility, Security, and Compliance – The accessibility, security, and compliance shall include:

- Detailed approach to ensuring ADA accessibility standards
- Methodology for accessibility testing and ongoing compliance monitoring
- Proposed security measures to protect the County’s web infrastructure and user data
- Approach to securing personally identifiable information and sensitive data
- Compliance with relevant security standards and regulations
- Methodology for content assessment, cleanup, and migration from existing websites
- Content migration tools and technologies
- Content governance framework and recommendations
- Quality and comprehensiveness of user documentation and support materials
- Comprehensive training plan for the County staff on content management

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 vendor must provide a comprehensive project work plan for each phase covering how work shall be delivered under the Project Logistics, Tasks and Deliverables. The work plan shall be the plan of action to complete the project, which coordinates and identifies the technical processes, tasks, schedules, and costs. All tasks to be performed and completed shall be identified on the work plan.

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 for the following:

- **Technical Capability and Approach (Section II).....30%**
- **Pricing Information (Section III).....20%**
- **Experience and Qualifications (Section IV).....20%**
- **Project Management and Implementation (Section V).....10%**
- **Accessibility, Security, and Compliance (Section VI).....20%**
- **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.

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 a single vendor. However, Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County. Harris County reserves the right to review vendor facilities and/or mobile units for compliance prior to award.

The County may award to more than one (1) vendor as “Primary” and “Secondary” vendor. The “Secondary” vendor will be utilized due to time constraints, availability, etc.

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.

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://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your 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

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. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for work performed during the previous month. All payment requests will be accompanied by applicable: weekly/monthly reports, backup tabulations, and copies of employee time sheets for hourly T&M (Time and Material) tasks. 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 monthly 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.

PAYMENTS

Vendor shall be compensated monthly based on a milestone or progress-payment basis. Payments will be provided for monthly progress based on completion of accepted milestones. Invoices shall contain a written report of the project progress and the progressed project schedule showing the completion percentages for each task and milestone.

TOLL/PARKING FEES

Any and all tolls and parking fees incurred by the vendor during the term of this contract will be the responsibility of the vendor.

PUBLIC INFORMATION CONSENT

The parties expressly acknowledge that each party is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in this contract to the contrary, each party will make any information related to this contract, or otherwise, available to third parties in accordance with the Texas Public Information Act.

COUNTY NOT OBLIGATED TO THIRD PARTIES

Neither the County nor related agencies are obligated or liable under this contract to any party other than vendor. Nothing in this contract is intended to, or shall be deemed or construed to, create or enhance any remedies in any independent rights of any third party, including any subcontractors.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) COMPLIANCE

Vendor agrees that vendor is solely responsible for compliance by employees, or individuals performing services on its behalf under this contract with the final regulations issued by the OSHA governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the OSHA Act of 1970, as amended, and regulations effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with: (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate action to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Vendor's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

NON-DISCRIMINATION

The parties agree that they will not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of employees for provision of services under this contract, or as to any aspect of services provided pursuant to this contract; provided, however, that with respect to handicap, the handicap must be such as would, even with reasonable accommodation, in and of itself preclude the individual's effective delivery of services under this contract.

INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and neither the vendor nor any of its agents, representatives, personnel, staff, or employees shall be considered agents, representatives, or employees of Harris County. In no event shall this contract be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Vendor agrees that it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits including worker's compensation insurance. Vendor agrees to assure that no employee or any other individual who performs services on behalf of vendor pursuant to this contract shall look to Harris County for any salaries, insurance, or other benefits whatsoever. The provisions of the paragraph shall survive expiration or termination of this contract regardless of the cause of such termination.

POTENTIAL CONFLICT OF INTEREST

Notwithstanding any other requirements contained in the General Requirements section, the Potential Conflicts of Interest section specifically disqualifies any 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.

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.

DATA BREACH OR SUSPECTED BREACH

Vendor shall have policies and procedures in place for the effective management of information security. In the event that vendor discovers a "security incident," the 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. Vendor shall provide notifications required by this clause to the County's Chief Information Officer at 713-274-4444 or svcitchd@hctx.net.