## SPECIAL REQUIREMENTS/INSTRUCTIONS

### VENDOR INSTRUCTIONS

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

- **Preferred submission is via Bonfire.**
- Vendors may submit electronically through Bonfire or via hardcopy to 1111 Fannin, 12th Floor, Houston, TX 77002 no later than the due date and time as stated on the Bonfire Opportunity.
- All proposals must be typed, single spaced and twelve (12) pt. font.
- Each section of the vendor's response should start on a new page.

**Section I: Transmittal Letter**

The transmittal letter should include:

- Vendor's legal name and address; name, title, email, telephone number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, and telephone number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A statement that the individual who signs the transmittal letter is authorized to commit the company;
- Financial Capacity
- Acknowledgement that the Vendor has read and understands this RFP and subsequent addenda; and
- **Project Summary (one (1) page max)** - Describe the project for which you are applying for funds. Include the need for the project, the population who will benefit, and the location of your project and your service area. Indicate which investment type(s) the project qualifies under and how it:
    - Increases access to food and nutrition by improving food distribution infrastructure within Harris County;
    - Provides services related to food and nutrition in neighborhoods or to individuals that have been disproportionately impacted by the pandemic or are in known food deserts within Harris County;

**Section II: Scope of Services**

*Project Narrative – Six (6) page limit*

- Describe the Qualifications and Capacity of the Applicant and its Organization: Describe the type of organization (for profit or not-for-profit) and the ownership or management structure. Resumes of the key leadership positions should be attached at the end to accompany other supporting information, and will not count toward the total page limit. Discuss relevant project partners including major supply relationships. The application must demonstrate the organization, its staff, and its project partners have sufficient and relevant experience and success in developing and operating a business(es) or activity(ies) similar to those in the proposed project.

- Needs to be Addressed: Identify and describe the critical elements and needs of the local food economy, including demographics, income, and geographic characteristics of the area or community to be served and how the community might benefit from the proposed project. Most relevant is an explanation of why the applicant selected the activities proposed in the application. Note the main targets or beneficiaries of the project, the community needs and opportunities being addressed, and the nexus to alleviating pandemic impacts.

- Timeline, Project Goals and Intended Outcomes: Discuss the overall timeline for your project with proposed dates for key milestones including project implementation and completion. List the goals and intended outcomes of the project, and how they contribute to the primary goal of reducing food insecurity in Harris County. Outcomes should describe specific changes or results that will occur as a result of the project and that will constitute "success." Outcomes should describe what will be accomplished, and who and how many people, e.g., residents and participants, who will benefit. Identify key project milestones mapped to a six (6) to twelve (12) month timeline. Be sure to include the proposed project locations, impact, outcomes and evaluation metrics.

*Community Engagement Strategy - Two (2) page limit*

- How the design of the proposed program has received input and support from the serviced community; please demonstrate community linkages wherever appropriate. Letters from the key organizations involved in the project, acknowledging their support and contributions, may be provided as applicable. A limited number of additional support letters – such as those from partner organizations, where appropriate, are encouraged to provide evidence of broad community involvement. These support letters will not count toward the total page limit of the application.

- Describe your marketing strategy for informing the public and the plan to engage the community regarding your proposed project. Describe activities to inform and solicit consumers/beneficiaries who are not likely to hear about your proposed project without special outreach. Where applicable, include plans to advertise in English and the service area's spoken language (i.e. Spanish). Include a timeline for those activities, goals for number of individuals to contact, number of staff involved in the community engagement, and any activities that the applicant has already carried out.

Provide the greatest possible detail describing the proposed services, including confirmation of whether each specification can be met fully, met under certain conditions, or cannot be met. For unmet conditionally met requirements, provide a brief explanation, risks, and considerations the County should be aware of.

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

**Section III:** **Pricing Information -** Vendors must provide a Budget Narrative that includes a detailed cost breakdown and justification for all requested funding. The narrative should explain the methodology used to develop the budget, identify key assumptions, and describe how each proposed expenditure contributes to improving food access, food distribution infrastructure, nutrition services, or food referral pathways within Harris County. At a minimum, the Budget Narrative shall include itemized explanations for Personnel, Fringe, Travel, Equipment, Supplies, Contractual Services, and Other Costs. Harris County reserves the right to request supporting documentation for any budgeted amount.

Vendors may use the provided Budget Narrative as a baseline.

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

**Section V:** **Miscellaneous –** State exceptions **(Q-79FZ)** and optional-value added products and/or services **(Q-15DH)** 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.

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 CRITERIA**

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

- Project Attributes and Objectives/Needs to be Addressed (25%)
  - How well the project aligns with and advances the initiatives to reduce food insecurities and improve access to healthy and fresh food in low-income communities in Harris County
  - How well the project addresses one or more of the three investment types listed in the Scope
  - Quality of explanation of the needs that will be addressed and the plan to serve target populations
  - The extent to which the project mitigates food-related issues in neighborhoods that are known food deserts within Harris County

- Experience and Capacity (20%)
  - Quality of explanation of the organization's purpose and experience serving prioritized populations and delivering similar offerings as described in their proposal
  - Extent to which the applicant demonstrates the capability to provide services in a timely manner; including staffing size and capabilities, experience with similar projects, the ability to perform work and ability to comply with funding requirements

- Timeline, Project Reach, and Intended Outcomes (20%)
  - Quality and feasibility of timeline and key milestones
  - Quality of listed goals and outcomes of the project, including key performance indicators and metrics to track impact
  - Explanation of the project's reach and relevance to communities that have been impacted by food deserts, to include projected reach (e.g., who and how many people)

- Community Engagement and Equity (20%)
  - The extent to which the program design has received input from and is supported by the community
  - Quality of marketing and community engagement strategy (Programs, referrals to services, classes, events, etc.) that would be marketed alongside Harris County Public Health (HCPH) to improve education.
  - Adherence to the Harris County Equity Framework
  - Demonstrates a history of quality food being distributed (i.e. inspections, storage requirements, monitoring protocols, etc.)
  - Performance of primary services within Harris County, as well as being located within or adjacent to a census tract determined to be a food desert or designated Low-to-Moderate Income (LMI) area

- Pricing (15%)
  - Reasonableness of budget and cost justification

  *After completion of the initial evaluation, only those proposers whose submissions are determined to be within the competitive range will be invited to participate in the next phase of the RFP process, which may include interviews, presentations, negotiations and/or a request for Best and Final Offers (BAFO).*

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, Harris County reserves the right to award to a single vendor if deemed in the best interest of 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.

**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 your response. Failure to do so may result in disqualification of your response.

**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.

**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 proposal, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

**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".

**PAYMENTS**

Vendor payment requests may be submitted on a milestone or progress-payment basis. Payments will be provided for monthly progress based on completion of agreed-to milestones. Invoices shall include a written progress report and the project schedule showing the completion percentages for each task and milestone. All payment requests will be accompanied by: monthly reports, backup tabulations, and copies of employee time sheets (if required) for hourly Time and Materials (T&M) tasks. The exact format for monthly invoices and other attachments will be agreed upon between the vendor and BMD during contract negotiations.

**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 the requesting department and Accounts Payable:

If emailed: VENDORINVOICES@HCTX.NET

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

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

## VENDOR ELIGIBILITY, EMPLOYMENT COMPLIANCE, AND BACKGROUND SCREENING

Vendors shall not be in default or arrearage under any previous or existing contract(s) with the County, the 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 vendor, that has pending litigation, claims or debt with the County, or if such proposal includes a proposed sub-contractor.

All contract employees utilized under this contract shall be employed directly by the Vendor to which the contract is awarded and/or its contracted sub-contractors.

- A fully qualified labor force shall be on board at the beginning of the contract and maintained throughout the duration of this contract. All contract employees shall receive close and continuous first line supervision by the Vendor.
- 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.
- 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: all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Successful Proposer 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.
- Vendor shall require its subcontractors to comply with the requirements of this Section and is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.
- Vendor shall conduct a screening/background check on each contract employee prior to being assigned to work in any capacity at a County facility. Vendor shall notify the County of felony and misdemeanor background checks obtained from the County Clerk defining the findings of their screening/background checks. The County reserves the right to instruct the Vendor to remove any contract employee upon review of the employment information form and/or findings of the screening process. The Vendor shall maintain and provide the County a current contract employee list showing all contract employees assigned to work under this contract and shall immediately report any changes to the contract employee listing and shall furnish information reflecting the changes as they occur. 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.
- Please be aware that the County may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization, suppliers, articles from data processing, communications, and related publications, articles from other published sources such as industry newsletters or from non-published sources made available to the County.
- Ability to obtain a payment bond, if required.

## LEGAL DISCLOSURE

The Offeror shall fully disclose any and all material legal actions, investigations, or proceedings involving the Offeror, its parent company, subsidiaries, affiliates, principals, officers or any subcontractor proposed for this solicitation, whether pending, settled or concluded within the past five (5) years.

## SECURITY BREACH NOTIFICATION

Contractor shall have policies and procedures in place for the effective management of information security. In the event that Contractor discovers a "security incident," Contractor agrees to notify the County as soon as possible, but in no event

shall notification occur later than twenty-four (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 reportcyberincident@hctx.net.