

CAUSE NOS. 1766257 & 1766258

STATE OF TEXAS }} IN THE DISTRICT COURT
v. }} HARRIS COUNTY, TEXAS
ALEX TRIANTAPHYLLIS }} 174TH JUDICIAL DISTRICT

CAUSE NOS. 1766261 & 1799262

STATE OF TEXAS }} IN THE DISTRICT COURT
v. }} HARRIS COUNTY, TEXAS
WALLIS NADER }} 174TH JUDICIAL DISTRICT

STATE'S RESPONSE TO DEFENDANTS'
MOTION TO DISQUALIFY DISTRICT ATTORNEY
AND APPOINT ATTORNEY *PRO TEM*

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the State of Texas, by and through her elected District Attorney, and offers this reply to Defendants' Motion. ¹

When the facts and law are against your clients, then some attorneys will resort to misleading the tribunal through questionable motion filings, making disparaging comments about the attorneys on the other side in hopes of damaging their reputations in an attempt to intimidate the attorneys and distract the tribunal.

¹ On June 1, 2022, Wallis Nader and Alex Triantaphyllis ("Defendants") filed identical motions titled Motion to Disqualify the Harris County District Attorney's Office and Appoint an Attorney *Pro Tem* (the "Motion").

Procedural and Factual Background

On April 11, 2022, a Grand Jury of Harris County indicted Defendants on two separate felony charges each; Misuse of Official Information and Tampering with Governmental Record. These cases were originally assigned to the 351st District Court of Harris County, however following a voluntary recusal of Judge Natalia Cornelio, the cases were reassigned to the 174th District Court.

The litigation at issue involves the prosecution of Aaron Dunn, Wallis Nader, and Alex Triantaphyllis for criminal offenses related to the bidding process in Job No. 21/0042 (Targeted Community Vaccine Outreach for Harris County). Defendants make false, and malicious claims against the elected Harris County District Attorney, a Harris County Grand Jury, the Texas Rangers, and the Harris County District Attorney's Office. The Motion has no legal basis and should be denied.

Defendants rely on erroneous information to level personal attacks in order to docket this case in the court of public opinion. Due to the fundamental misunderstandings in Defendants' motion, it is necessary to outline the roles of the Harris County Attorney and the Harris County District Attorney. Simply said, there is no conflict of interest here.

I. BY STATUTE, THE HARRIS COUNTY DISTRICT ATTORNEY SHALL REPRESENT THE STATE OF TEXAS IN A CRIMINAL CASE

The Harris County District Attorney shall represent the State of Texas in a criminal case. Tex. Const. art. V, §21; Tex. Code Crim. Proc. arts. 2.01, 2.02. Disqualification of the Harris County District Attorney is only available if the prosecutor was employed adversely. Tex. Code Crim. Proc. art. 2.01; *In re Reed*, 137 S.W.3d 676, 679 (Tex. App.—San Antonio 2004, orig. proceeding). Article 2.01 and the defendant’s due process rights are not typically implicated by a prosecutor’s participation in a case unless the attorney for the state prosecutes a charge “against a defendant whom he formerly represented as defense counsel in the same case.” *In re Reed*, 137 S.W.3d at 679 (quoting *Ex parte Spain*, 589 S.W.2d 132, 134 (Tex. Crim. App. 1979)). The office of District Attorney is constitutionally created and protected; thus the District Attorney’s authority cannot be abridged or taken away. *Landers v. State*, 256 S.W.3d 295, 304 (Tex. Crim. App. 2008).

A trial court has limited authority to disqualify an elected district attorney and her staff from the prosecution of a criminal case. *Buntion v. State*, 482 S.W.3d 58, 76 (Tex. Crim. App. 2016). Similarly, a trial court may not order the recusal of a prosecutor. *Eidson v. Edwards*, 793 S.W.2d 1, 4–5 (Tex. Crim. App. 1990). The responsibility of recusal belongs to the prosecutor, not the court. *Id.*; *Windham v.*

State, 11-00-00165-CR, 2001 WL 34373312, at *1 (Tex. App.—Eastland, June 14, 2001, no pet.).

The trial court may only disqualify a prosecutor if a due process violation is the result of the conflict. *State ex rel. Hill v. Pirtle*, 887 S.W.2d 921, 927 (Tex. Crim. App. 1994) (orig. proceeding) (plurality op.); *State ex rel. Eidson v. Edwards*, 793 S.W.2d 1, 6 (Tex. Crim. App. 1990) (orig. proceeding). The Court of Criminal Appeals has identified two situations in which a due process violation would arise. First, if a prosecuting attorney has formerly represented the defendant in the same criminal matter as that currently being prosecuted, he is automatically disqualified from prosecuting the defendant, “even without a specific showing of prejudice.” *Landers*, 256 S.W.3d at 304. Second, if a prosecuting attorney has previously represented the defendant in a different matter, he is disqualified from prosecuting the defendant only when the defendant can establish actual prejudice – not just the threat of possible prejudice to rights by virtue of the district attorney's prior representation. *Id.* at 304-305. Actual prejudice would occur, for example, if the prosecuting attorney has previously personally represented the defendant in a substantially related matter; and the prosecuting attorney obtained confidential information by virtue of that prior representation which was used to the defendant's disadvantage.” *Id.* at 305.

Neither of these exceptions apply to the elected District Attorney, but Defendants try to bootstrap a meritless claim against Assistant District Attorney Barbara Armstrong into a “prior representation” conflict of interest. That argument is completely baseless, as demonstrated below.

Although due process guarantees an impartial and disinterested tribunal in both civil and criminal cases, the standards of neutrality that apply to judges are not so stringently required of prosecutors. *Guzman v. State*, 552 S.W.3d 936, 943 (Tex. App.—Houston [14th Dist.] 2018, pet. ref’d). However, “[a] scheme injecting a personal interest, financial or otherwise, into the enforcement process may bring irrelevant or impermissible factors into the prosecutorial decision and in some contexts raise serious constitutional questions. *Marshall v. Jericho, Inc.*, 446 U.S. 238, 249-50 (1980); *Guzman*, 552 S.W.3d at 943; *see also, In re Guerra*, 235 S.W.3d 392, 429-30 (Tex. App.—Corpus Christi-Edinburg, 2007, orig. proc.) (“partiality” requires a situation where the personal interests of the prosecutor generate a structural conflict of interest, and the conflict of interest’s potential for misconduct is deemed intolerable).

Speculation and supposition are insufficient. “There must be a realistic possibility that the prosecutor’s judgment will be distorted.” *Guzman*, 52 S.W.3d at 944 (*quoting Marshall*, 446 U.S. at 250). “The mere potential or perceived conflict of interest” is insufficient to establish a due process violation; nor are mere

allegations of wrongdoing. *State v. Hill*, 558 S.W.3d 280, 284 (Tex. App.—Dallas 2018, no pet.) (*Hill III*).

Defendants do not ask this Court to dismiss the cases against them. Instead, the primary reason for seeking the disqualification of the elected District Attorney and her entire office, in favor of appointment of an attorney *pro tem*, is this:

“[I]t would protect the integrity of the budget process from improper influence or threat.”²

As discussed in more detail below, Defendants do not explain the meaning of this statement as to why the county budget process is relevant to these indictments, and how the appointment of an attorney *pro tem* would somehow prevent the elected District Attorney from continuing to appear before Commissioners Court to request adequate funding for her Office. The three defendants in this case are not members of Commissioners Court, nor do they vote on the county budget. The only “threat” in play here is against the elected District Attorney and the people of Harris County who rely on the District Attorney’s Office for criminal justice.

² Defendant’s Motion at 35.

II. THERE IS NO BASIS TO DISQUALIFY THE ELECTED HARRIS COUNTY DISTRICT ATTORNEY

Defendants have shown no basis for disqualification of the District Attorney on the merits of the Motion because no such basis exists. Indeed, it is rather difficult to discern the exact nature of Defendants' claims, as they are a hodgepodge of hearsay, gossip, and self-referential press releases. The bulk of the Motion is about Judge Hidalgo, her alleged personal relationship with the elected District Attorney, her interpretation of the criminal justice system, and her apparent anger over the elected District Attorney's repeated attempts to secure adequate funding for the Harris County District Attorney's Office from Commissioners Court. There is very little mention of the actual defendants at all.

The most glaring *post hoc ergo propter hoc*³ failure of Defendants' central argument is that Judge Hidalgo is not the defendant in these cases. Defendants' argument that they were indicted because Judge Hidalgo has not complied with the District Attorney's request for funding from Commissioners Court is without basis in fact.

Assuming, *arguendo* only, the sequence of events occurred in the order proffered by Defendants, this theory does not meet the due process violation

³ Latin: "after this, therefore because of this." A fallacy that assumes if event A comes before event B, event A must have been the cause of event B, without any additional evidence of causality. Also known as "post hoc fallacy."

standard detailed above from *Landers* and *Pirtle*.

Defendants confuse personal interest with that of the District Attorney's public interest in protecting the community's safety. Likewise, Defendants have had no control over the District Attorney's budget.

Defendants claim the elected District Attorney has a personal interest in seeing them convicted, "aside" from what they allege is her "personal and political animus for Judge Hidalgo." Motion at 20.⁴ Defendants equate themselves with the County Judge's Office, and assert they have been targeted for indictment because of Ogg's personal animus for the County Judge's Office. This attempt at a logical connection fails on several levels.

As stated above and throughout, Defendants are not the County Judge, and the County Judge is not a defendant in this particular case. Defendants fail to show why, if the District Attorney has such an insurmountable personal animus toward Judge Hidalgo that it drove her to orchestrate a vast conspiracy involving the Texas Rangers, a Grand Jury, and at least one District Court Judge,⁵ to indict three members

⁴ Neither Defendants nor Judge Hidalgo and her coterie, offer any evidence of a personal relationship between District Attorney Ogg and the County Judge.

⁵ Demonstrating an apparent lack of knowledge about the criminal justice system, Defendants attribute the fact that the duty judge on call signed the search warrant for Defendants' county phone and computer as evidence of either her involvement in a massive conspiracy to embarrass Judge Hidalgo; an inbred gullibility that rendered her susceptible to being misled by a dishonest Texas Ranger; or a lack of literacy that prevented her from being able to independently read and review the warrants and affidavits. Although Defendants appear to believe the District Attorney's Office has an obligation to coordinate its activities with their schedule, the Office is perfectly entitled to present applications for search warrants whenever

of her staff. Wouldn't the District Attorney not simply have indicted Judge Hidalgo instead if that be the case?

The indictment of three previously unknown employees of the County Judge's office has in no way interrupted the regular work of Commissioners Court, since all three defendants are still employed by Harris County. Defendants fail to show how the elected District Attorney has benefited from these indictments.

Defendants have failed to show how, even if they are convicted and sentenced to prison terms, District Attorney Ogg will gain additional funding and thereby obtain the benefit that supposedly creates a conflict of interest for her. Indeed, given Judge Hidalgo's numerous public complaints, the prosecution of Defendants will only bring harm to the elected District Attorney and her office. This is the opposite of a *quid pro quo* that would create a conflict of interest for the District Attorney.

best suits its own needs and that of law enforcement, to whichever judge is available at the time. This is the same treatment afforded to any and all criminally accused. Defendants' complaints are actually not so much that they were singled out for mistreatment, but that they were not accorded *special* treatment, such as being allowed to dictate which judge reviewed the search warrants (which Defendants do not believe should have been used, anyway).

Absent a showing of *actual* prejudice to Defendants' due process rights, this Court has no authority to strip the District Attorney of her constitutional prerogative to prosecute these Harris County criminal cases. For these reasons, Defendants have not stated a legal basis for disqualification of the District Attorney because none exists.

III. BARBARA ARMSTRONG'S PRIOR CIVIL REPRESENTATION OF HARRIS COUNTY DOES NOT CREATE A CONFLICT OF INTEREST SUFFICIENT TO DISQUALIFY HER FROM REPRESENTING THE STATE OF TEXAS AGAINST AARON DUNN, WALLIS NADER, AND ALEX TRIANTAPHYLLIS

In the Motion, Defendants assert baseless claims of conflict of interest against Harris County Assistant District Attorney and General Counsel Barbara Armstrong, a former Assistant Harris County Attorney.

A. Prior civil representation of Harris County does not create a conflict of interest sufficient to disqualify her from representation against Harris County employees

Representation of adverse parties in a lawsuit is precluded. Tex. Disciplinary Rules Prof'l Conduct R. 1.06(a) ("A lawyer shall not represent opposing parties to the same litigation."). A lawyer may not represent a person in a substantially related matter in which that person's interests are materially and directly adverse to the interests of another client of the lawyer. Tex. Disciplinary Rules Prof'l Conduct R. 1.06(b)(1).

There is no absolute prohibition against an attorney representing a new client in a matter involving a former client. *Cimarron Agr. Ltd v. Guitar Holding Co., L.P.*, 209 S.W.3d 197, 201 (Tex. App.—El Paso 2006, no pet.). Without prior consent, a lawyer who personally has formerly represented a client in a matter shall not thereafter represent another person in a matter adverse to the former client:

- (1) in which such other person questions the validity of the lawyer's services or work product for the former client;
- (2) if the representation in reasonable probability will involve a violation of Rule 1.05; or
- (3) if it is the same or substantially related matter.

Tex. Disciplinary Rules Prof'l Conduct R. 1.09(a)(1)-(3).

A lawyer cannot have “personally represented” a client if the lawyer did not represent the client at all. The attorney-client relationship is a contractual relationship whereby an attorney agrees to render professional services for the client. *Honeycutt v. Billingsley*, 992 S.W.2d 570, 581 (Tex. App.—Houston [1st Dist.] 1999, pet. denied). The relationship may be expressly created through a contract or it may be implied from the actions of the parties. *Id.* It is necessary that the parties either explicitly or implicitly manifest an intention to create an attorney-client relationship. *Hill v. Bartlette*, 181 S.W.3d 541, 547 (Tex. App.—Texarkana 2005, no pet.). When an attorney performs legal services benefitting a person individually who is regarded by both the attorney and the person as a client, the existence of an

attorney-client relationship cannot be challenged by a third party. *In re EPIC Holdings, Inc.*, 985 S.W.2d 41, 49 (Tex. 1998) (orig. proceeding).

A party seeking to disqualify an attorney must show the existence of a prior attorney-client relationship in which the factual matters were so related to the facts in the pending litigation that it creates a genuine threat that confidences that were revealed to the former attorney will be revealed by that attorney to the party's present adversary. *In re Goodman*, 210 S.W.3d 805, 808 (Tex. App.—Texarkana 2006, orig. proceeding) (quoting *In re Cap Rock Elec. Coop., Inc.*, 35 S.W.3d 222, 230 (Tex. App.—Texarkana 2000, orig. proceeding)). In such a case, the movant has the burden of producing evidence of such specific similarities capable of being recited in the disqualification order. *In re Goodman*, 210 S.W.3d at 808. The movant may not rely on conclusions but must provide the court with sufficient information to allow it to engage in a “painstaking analysis” of the facts. *In re Drake*, 195 S.W.3d 232, 236 (Tex. App.—San Antonio 2006, orig. proceeding). The movant must delineate with specificity the subject matter, issues and causes of action presented in the former representation. *Id.* Superficial resemblances among issues do not rise to the level of the requisite substantial relationship. *Id.*

Disqualification is a severe remedy that can result in immediate and palpable harm, disrupt trial court proceedings, and deprive a party of the right to have counsel of choice. *In re Nitla S.A. de C.V.*, 92 S.W.3d 419, 422 (Tex. 2002) (orig.

proceeding). The San Antonio Court of Appeals applied these concepts in *In re Reed*, 137 S.W.3d 676, 680 n. 3 (Tex. App.—San Antonio 2004, orig. proceeding). In *Reed*, the Bexar County District Attorney’s Office represented the movant on various civil matters in the past and provided the office with personal information in connection with those prior dealings. The court observed that the movant did not indicate what the personal information might have been and found that the matter at issue, a prosecution for indecent exposure, was not “the same or substantially similar” to the prior matters in which the district attorney’s office represented the movant. The court found that the disqualification standard applicable to private attorneys concerning the potential for violation of client confidences would not be satisfied. *In re Reed*, 137 S.W.3d 676, 680 n. 3 (Tex. App.—San Antonio 2004, orig. proceeding). A non-client is unable to complain of an alleged “conflict of interest” on the part of a government litigator. *In re State ex rel. Rodriguez*, 166 S.W.3d 894, 898 (Tex. App.—El Paso 2005, orig. proceeding).

B. As an Assistant Harris County Attorney, Barbara Armstrong represented Harris County and never represented Aaron Dunn, Wallis Nader, or Alex Triantaphyllis in JOB NO. 21/0042 (Targeted Community Vaccine Outreach for Harris County).

Ms. Armstrong served as an Assistant County Attorney in Harris County from 2007 until 2020. As an Assistant County Attorney, Ms. Armstrong represented Harris County.

The powers and duties of the Harris County Attorney, created in 1953, are codified in Tex. Gov't Code §45.201:

It is the primary duty of the county attorney in Harris County or his assistants to represent the state, Harris County, and the officials of Harris County in all civil matters pending before the courts of Harris County and any other courts in which the state, the county, or the officials of the county have matters pending. The county attorney shall represent the Harris County Flood Control District and perform the other duties imposed by this section without any additional fee, compensation, or perquisite other than that paid by Harris County out of its officers' salary fund.

These statutory obligations flow from Tex. Const. art. V, §21:

COUNTY ATTORNEYS; DISTRICT ATTORNEYS. A County Attorney, for counties in which there is not a resident Criminal District Attorney, shall be elected by the qualified voters of each county, who shall be commissioned by the Governor, and hold his office for the term of four years. In case of vacancy the Commissioners Court of the county shall have the power to appoint a County Attorney until the next general election. The County Attorneys shall represent the State in all cases in the District and inferior courts in their respective counties; but if any county shall be included in a district in which there shall be a District Attorney, the respective duties of District Attorneys and County Attorneys shall in such counties be regulated by the Legislature. The Legislature may provide for the election of District Attorneys in such districts, as may be deemed necessary, and make provision for the compensation of District Attorneys and County Attorneys. District Attorneys shall hold office for a term of four years, and until their successors have qualified.

The Harris County Attorney and his assistants represent Harris County through client constituents. The organization is the client. Tex. Disciplinary Rules Prof'l Conduct R. 1.12 cmt. 9.

- C. Elevate Strategies, LLC and Felicity Pereyra submitted its first and only bid to Harris County in February 2021 and had exactly one contract with Harris County – the July 2021 contract for Job No. 21/0042 (Targeted Community Vaccine Outreach for Harris County)

On March 8, 2021, Elevate Strategies, LLC submitted a bid for Harris County Job No. 21/0042 (Targeted Vaccine Outreach for Harris County) to the Harris County Purchasing Agent. **This is the first and only time that Elevate Strategies, LLC submitted a bid to Harris County.** At all times relevant to the bidding process in Job No. 21/0042, Ms. Armstrong was an Assistant Harris County District Attorney.

Elevate Strategies, LLC was formed in Texas on August 9, 2019. *See* Exhibit A. The registered agent and manager of Elevate Strategies, LLC is Felicity Isabel Pereyra. *Id.* The business address for Elevate Strategies, LLC is an apartment in Montrose, Houston, Harris County Texas. *Id.*

- D. The bid deadline for Job No. 19/0215 (2020 Census Participation Initiative for Harris County) was July 15, 2019 – prior to the creation of Elevate Strategies, LLC

A review of the Harris County projects related to the 2020 Census demonstrates that neither Elevate Strategies, LLC nor Felicity Pereyra submitted a bid or entered into a contract with Harris County regarding the 2020 Census. *See* Exhibit E.

On December 31, 2018, Harris County Attorney Vince Ryan requested that the Harris County Commissioners Court authorize the Harris County Attorney to file an amicus brief on behalf of Harris County in cases challenging the placement of the question of a person's status as a citizen on the 2020 Census. This request was presented to the Harris County Commissioners Court on January 8, 2019 and passed by a 3-2 vote. The request was signed by Harris County Attorney Vince Ryan and Robert W. Soard. *See* Exhibit B.

On March 18, 2019, the Harris County Community Services Department requested that the Harris County Commissioners Court authorize the Harris County Community Services Department to proceed with planning and implementation of 2020 Census activities. *See* Exhibit C. This request was presented to the Harris County Commissioners Court on March 26, 2019 and was approved unanimously. *Id.*

On May 10, 2019, the Harris County Community Services Department requested that the Harris County Commissioners Court authorize the Harris County Community Services Department to negotiate with the City of Houston on an Interlocal Agreement regarding participating in a contract with its selected vendor, Lopez Negrete Communications, Inc. for a 2020 Census Engagement Initiative. *See* Exhibit D. This request was presented to the Harris County Commissioners Court on May 14, 2019 and was approved. *Id.*

The bid deadline for Job No. 19/0215 (2020 Census Participation Initiative for Harris County) was July 15, 2019 – prior to the creation of Elevate Strategies, LLC. *See* Exhibit E. Neither Felicity Pereyra nor Elevate Strategies, LLC had bid on this project. *Id.* Harris County received six proposals and, on September 18, 2019, Harris County Commissioners Court voted unanimously to authorize the County Judge to execute an agreement with three vendors for Job No. 19/0215: Civis Analytics, Inc., Houston in Action, and Lopez Negrete Communications, Inc. *Id.*

On September 18, 2019, the Harris County Commissioners Court was asked to approve three awards for Job No. 19/0215 (2020 Census Participation Initiative for Harris County) to Civis Analytics, Inc. (\$340,000); Houston in Action (\$1.4 million); Lopez Negrete Communications, Inc. (\$1.4 million). *See* Exhibit F. This request was presented to the Harris County Commissioners Court on September 24, 2019 and was approved unanimously. *Id.*

On October 3, 2019, the Harris County Commissioners Court was asked to approve two awards for Job No. 19/0215 (2020 Census Participation Initiative for Harris County) to Houston in Action (\$1.4 million) and Lopez Negrete Communications, Inc. (\$1,337,725). *See* Exhibit G. This request was presented to the Harris County Commissioners Court on October 29, 2019 and was approved unanimously. *Id.*

On October 18, 2019, the Harris County Commissioners Court was asked to approve an award for Job No. 19/0268 (2020 Census Project Manager for Harris County) to Outreach Strategists LLC (\$475,130) and Houston in Action (\$659,200). *See* Exhibit H. On October 4, 2019, Mustafa Tameez, Managing Director of Outreach Strategists LLC submitted correspondence to Harris County Purchasing with it's Best and Final Offer indicating that:

“Felicity Pereyra, a Harris County native and our *proposed* Program Manager... is a seasoned strategist, with years of local experience as well. Felicity has advised some of the largest political campaigns of recent record and looks forward to applying her skills and experience in Harris County for such an important initiative.” *Id.*(emphasis added).

This request was presented to the Harris County Commissioners Court on October 29, 2019 and was approved unanimously. *Id.* The contract between Harris County and Outreach Strategists LLC was signed by T. Scott Petty, Assistant County Attorney; Mustafa Tameez, President, Outreach Strategists, LLC; and Harris County Judge Lina Hidalgo. *Id.*

On July 24, 2020, the Harris County Commissioners Court was asked to approve additional 2020 Census services to be funded using \$3,996,000 in Harris County CARES Act Coronavirus Relief Funds. *See* Exhibit I. This request was presented to the Harris County Commissioners Court on July 28, 2020 and was approved unanimously. *Id.*

On June 8, 2021, when questioned during Commissioners Court about any connection or knowledge she may have to Elevate Strategies or Felicity Pereyra, Judge Hidalgo stated on the record:

I have not worked with them. I didn't know these people before they [pause] I met this person at the end of the census process. I didn't even know who they were when they got hired for census.”

Archive video from June 8, 2021, of Commissioners Court starting around 2:47:11; Departments (Part 1 of 2)(emphasis added).

By Judge Hidalgo's own words, Judge Hidalgo proves Ms. Armstrong could not have advised her or her staff on Elevate Strategies for the census or Judge Hidalgo would have known the company Elevate Strategies and the owner Felicity Pereyra. The Defendants also believe this nonexistent “Elevate Census Contract” would somehow make Ms. Armstrong a material witness to the current case. It appears that the only material witness would be Judge Hidalgo herself. As this office has repeatedly asked, if Judge Hidalgo has evidence about the indictments against her three staffers, she needs to make a sworn statement to the Texas Rangers.

E. Defendants' motion is baseless and lacks simple due diligence

Defendants' conflict claim against Ms. Armstrong is predicated on a false assumption that the Defendants are prior clients through the nonexistent “Elevate Strategies Census Contract.” This is not true – Ms. Armstrong never represented Defendants on an Elevate Strategies Census Contract because it doesn't exist. Ms.

Armstrong previously represented Harris County as an Assistant Harris County Attorney and now represents the State of Texas as an Assistant Harris County District Attorney.

Defendants cite to a disciplinary rule that assumes that a prior representation occurred. Ms. Armstrong never represented these criminal defendants. Tex. Disciplinary Rules Prof'l Conduct R. 1.09(a) concerns a prior representation: “[A] lawyer who personally has formerly represented a client in a matter shall not thereafter represent another person in a matter adverse to the former client . . . if the representation in reasonable probability will involve a violation of Rule 1.05; or . . . if it is the same or a substantially related matter.” Defendants’ citation to Tex. Disciplinary Rules Prof'l Conduct R. 1.05(b) does not apply because Ms. Armstrong never represented these defendants. There was no prior representation that applies to this case.

Defendants cite caselaw concerning prosecutors who represented criminal defendants *in the very same case*. This obviously does not apply here. In *Schell*, the prosecutor represented the criminal defendants in connection “with respect to the identical matter about which the attorney originally counseled the client.” 775 F.2d 559, 565 (4th Cir. 1985). Specifically, the prosecutor represented the criminal defendants with respect to the *very same criminal activity* that led to the indictment that he ultimately helped to prosecute. *Id.* In *Eidson*, the prosecutor represented the

criminal defendant and then joined the district attorney's office that was prosecuting his client. *State ex rel. Eidson v. Edwards*, 793 S.W.2d 1 (1990).

The premise of Defendants' reliance on Texas Professional Ethics Commission Op. 615 is absolutely flawed because it deals with a former client under section 157.901 of the Texas Local Government Code, a statute related to legal defense of employees. Ms. Armstrong's former client is Harris County. There is no evidence that Ms. Armstrong represented a county official or employee sued by any entity for an action arising from the nonexistent "Elevate Census Contract." This opinion simply does not apply.

Even if this opinion did apply to Ms. Armstrong, her representation of Harris County in this case satisfies the required analysis. The district attorney must reasonably believe that the representation of the State will not be materially affected by her prior representation of Harris County, Texas. Defendants' arguments are fundamentally flawed because Ms. Armstrong never represented Defendants. Moreover, her civil representation of Harris County is separate and apart from her representation of the State of Texas in this criminal case.

On page 10 of the Defendants' motion, the Defendants attempt to attach some nefarious reasons for Ms. Armstrong's Texas Public Information Act request for documents from Commissioner Jack Cagle's office. At Commissioners Court on August 24, 2021, a heated exchange between Judge Hidalgo and Commissioner

Cagle resulted in Commissioner Cagle reaching out to the District Attorney's Office to voice concerns about the procurement process that resulted in Elevate Strategies being awarded the \$10.9 million vaccine outreach contract. Once a complaint was received Ms. Armstrong, as any good attorney should do, requested the applicable documents to be able to review and determine if the evidence warranted an investigation into procurement irregularities. Sadly, Ms. Poirot, Mr. Cogdell, and Mr. Poldosky should have requested documents from Harris County before making their incorrect allegations about an Elevate Strategies Census Contract, where due diligence on their part would have revealed that no such Elevate Strategies Census Contract existed.

Based on the preceding arguments that Ms. Armstrong has no information about the basis of this criminal case that involves actions that occur after she left the County Attorney's Office, the statement that she could be a material witness is ludicrous.

IV. CONCLUSION

For the reasons stated herein, Defendants' Motion is utterly baseless. No conflict exists and any disqualification would be unlawful. The Harris County District Attorney's Office asks this court to deny Defendants' Motion.

Prayer for Relief

It is respectfully requested that this Court DENY the Defendants' Motion for Disqualification.

Respectfully Submitted,

/s/ George Lindsey

George Lindsey

Assistant District Attorney

Harris County, Texas

TBC No. 24099050

Lindsey_George@dao.hctx.net

CERTIFICATE OF SERVICE

I certify that I have requested that the District Clerk's E-filing system electronically serve a copy of this filing on counsels for the Defendants as of the day of this filing.

/s/ George Lindsey
George Lindsey
Assistant District Attorney
Harris County, Texas
TBC No. 24099050
Lindsey_George@dao.hctx.net

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 803390812 08/09/2019
Document #: 905934100002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Elevate Strategies, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Felicity Isabel Pereyra

C. The business address of the registered agent and the registered office address is:

Street Address:

216 Marshall

Apt 11 Houston TX 77006

Consent of Registered Agent

A. A copy of the consent of registered agent is attached. **2019-08-09 16-08.pdf**

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Felicity Isabel Pereyra**

Title: **Manager**

Address: **216 Marshall St Apt 11 Houston TX, USA 77006**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Felicity Isabel Pereyra 216 Marshall St, Apt 11, Houston, TX, 77006

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

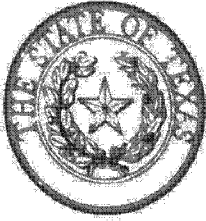
Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Felicity Isabel Pereyra

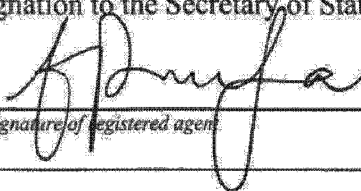
Signature of Organizer

FILING OFFICE COPY



**Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code**

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for Elevate Strategies, LLC		
<i>Name of represented entity</i>		
I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.		
X: 	Felicity Pereyra	8/9/2019
<i>Signature of registered agent</i>	<i>Printed name of registered agent</i>	<i>Date (mm/dd/yyyy)</i>

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I am authorized to act on behalf of _____		
<i>Name of organization designated as registered agent</i>		
The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for;		
<i>Name of represented entity</i>		
The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.		
X: _____	_____	_____
<i>Signature of person authorized to act on behalf of organization</i>	<i>Printed name of authorized person</i>	<i>Date (mm/dd/yyyy)</i>



The Office of Vince Ryan
County Attorney

HARRIS COUNTY
BUDGET MANAGEMENT
DEPARTMENT

18 DEC 31 AM 11:26

December 31, 2018

Members of the Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002

Attn: Court Members

Re: Request for Authorization for the County Attorney to file an amicus curiae brief on behalf of Harris County in cases challenging the placement of the question of a person's status as a citizen on the 2020 census

Dear Members of the Court:

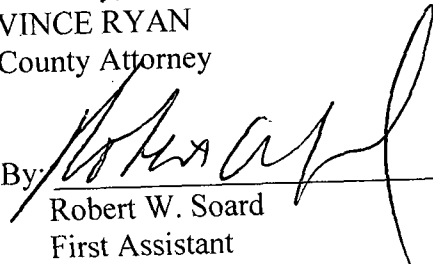
This is to request that the following topic be placed on the Commissioners Court agenda for January 8, 2019 under the Executive Session portion of the agenda:

Executive Session pursuant to § 551.071, Government Code, for consultation with the County Attorney concerning the filing of an amicus curiae brief on behalf of Harris County in various federal lawsuits filed across the United States in which local jurisdictions are challenging the placement of the question of a person's status as a U.S. citizen on the 2020 census and to take appropriate action upon return to open session.

The Amicus will focus on the impact of such a question on Harris County.

Thank you for your consideration of this request.

Sincerely,
VINCE RYAN
County Attorney

By: 
Robert W. Soard
First Assistant

Presented to Commissioners Court

JAN 08 2019
APPROVE E/G
Recorded Vol 313 Page 244

8.c



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Daphne Lemelle
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054
Tel (713) 578-2000
Fax (713) 578-2090

Vote of the Court:

March 18, 2019

County Judge Hidalgo and
Commissioner Ellis, Garcia, Radack, and Cagle

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for March 26, 2019:

Authorization for Community Services Department to proceed with planning and implementation of 2020 Census activities, including working with the County Judge and Commissioners in development of a Complete Count Committee and partnering with City of Houston and other local jurisdictions and community groups to promote the Census.

Thank you for your assistance with this request.

Daphne Lemelle
Executive Director

Presented to Commissioners Court

MAR 26 2019

APPROVE ELG
Recorded Vol 114 Page 322-323

DL/cl

HARRIS COUNTY
BUDGET MANAGEMENT
DEPARTMENT
19 MAR 20 AM 9:41

**Harris County Community Services Department
Executive Summary**

Census 2020 Planning and Engagement

March 26, 2019

The 2020 Census provides an opportunity for everyone to be counted. Local governments play a key role in educating and motivating their residents to participate in the 2020 Census. The primary goal of the 2020 Census is to count everyone once, only once, and in the right place. An accurate Census count will affect future Federal and State funding. The Federal government distributes more than \$400 billion in funds annually for infrastructure, programs, and services based on population numbers.

The U.S. Census Bureau encourages local jurisdictions to maximize local resident response to the 2020 Census through the set up a Complete Count Committee and promoting the Census public message, especially hard to reach populations. Currently, Harris County has worked with the Census on the Local Update of Census Addresses (LUCA) operations, Boundary and Annexation Survey (BAS) and Participant Statistical Areas Program (PSAP), which are pre-Census day processes that will support the Census enumeration.

As we are approximately one year to the 2020 Census day, April 1, 2020, the U.S. Census recommends the setup of a Complete Count Committee and kick off of Census promotion. As the City of Houston and Harris County have overlapping interest, a combined City/County Complete Count Committee has been proposed by the City of Houston. County Judge Hidalgo and Mayor Turner would be co-chairs of the committee and jointly select committee members. Harris County Commissioners will also be invited to participate on the Committee and in Census activities. Houston in Action, a local community based non-profit supported by the Houston Endowment, has been selected to coordinate the operations of the Committee on behalf of the City and, if the Commissioners Court approves, the County. Houston in Action has secured funding from Houston Endowment and a Census grant to assist with the Complete Count Committee process as well as grassroot outreach efforts to reach hard to count communities in the county.

The City has also initiated the solicitation of a professional service provider for a Census 2020 Engagement Initiative. This provider will develop and implement a multi-level campaign to promote the Census to reach residents of all socio-economic levels, especially hard to count communities and convince them to complete the census forms within the time required by the U.S. Census. The City has selected a vendor and begun negotiation for a contract for services. Pending review of the procurement documents and with approval of Commissioners Court, Community Services Department will development an Interlocal agreement, with the County Attorney's Office, and negotiate with the selected vendor for services that will benefit the County's Census objectives and residents.

It is recommended that Commissioners Court authorize the Community Services Department to proceed with planning and implementation of 2020 Census activities, including working with the County Judge and Commissioners in development of a Complete Count Committee, partnering with City of Houston and other local jurisdictions and community groups to promote the Census, and negotiate an Interlocal Agreement between City of Houston and Harris County for professional services for a Census 2020 Engagement Initiative.

STATE OF TEXAS §
COUNTY OF HARRIS §

MAR 26 2019
APPROVE ELG
Recorded Vol 34 Page 322
323

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of MAR 26 2019 2018, with the following members present, to-wit:

Lina Hidalgo County Judge
Rodney Ellis Commissioner, Precinct 1
Adrian Garcia Commissioner, Precinct 2
Steve Radack Commissioner, Precinct 3
R. Jack Cagle Commissioner, Precinct 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZATION THE COMMUNITY SERVICES DEPARTMENT TO PROCEED WITH PLANNING AND IMPLEMENTATION OF 2020 CENSUS ACTIVITIES, INCLUDING WORKING WITH THE COUNTY JUDGE AND COMMISSIONERS IN THE DEVELOPMENT OF A COMPLETE COUNT COMMITTEE, PARTNERING WITH CITY OF HOUSTON AND OTHER LOCAL JURISDICTIONS AND COMMUNITY GROUPS TO PROMOTE THE CENSUS, AND NEGOTIATING AN INTERLOCAL AGREEMENT BETWEEN CITY OF HOUSTON AND HARRIS COUNTY FOR PROFESSIONAL SERVICES FOR A CENSUS 2020 ENGAGEMENT INITIATIVE

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

WHEREAS, Harris County submitted on July 17, 2018 its Local Update of Census Addresses (LUCA) operations data to the Census; and

WHEREAS, Harris County was contacted by the City of Houston on February 21, 2019 to discuss coordinating Census 2020 and Complete Count Committee planning and activities, including an Interlocal

Agreement between the City of Houston and Harris County for a joint Census 2020 Engagement Initiative;
and

WHEREAS, on April 1, 2020 the U.S. census will officially conduct the decennial census; and

WHEREAS, Community Services Department seek to proceed with planning and implementation of 2020 Census activities, including the development of a Complete Count Committee, partnering with City of Houston and other local jurisdictions and community groups to promote the Census, and developing an Interlocal Agreement between City of Houston and Harris County to procure professional services for a Census 2020 Engagement Initiative;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to proceed with Census 2020 activities and perform such actions as needed to form a Complete Count Committee jointly with the City of Houston and other parties and complete negotiations for an Interlocal Agreement with the City of Houston and their selected vendor for professional services for a Census 2020 Engagement Initiative.



LINA HIDALGO

May 10, 2019

Olivia...
COUNTY CLERK
HARRIS COUNTY, TEXAS

2019 MAY 10 PM 2:58

RECEIVED

SUPPLEMENTAL AGENDA ITEM

Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002

Dear Court Members:

The following item is recommended for the Commissioners Court Agenda of May 14, 2019:

Request for authorization for Harris County Community Services Department to take the following actions in consultation with the County Judge and Commissioners related to 2020 Census outreach, and related authorization for Harris County Budget Management to set aside funds and establish a total budget not to exceed \$3,964,359:

* Held

- (1) Negotiate with the City of Houston on an Interlocal Agreement regarding participating in a contract with its selected vendor, Lopez Negrete Communications, Inc., for a 2020 Census Engagement Initiative.
- (2) Negotiate an Agreement between the City of Houston, Harris County, and the nonprofit organization Houston in Action regarding census-related outreach.
- (3) Negotiate for additional services that focus on messaging and census outreach in unincorporated areas and the additional 33 cities in Harris County.
- (4) Work with the Harris County Purchasing Agent to develop one or more requests for proposals to obtain services led by or involving nonprofit organizations that include census campaign strategy expertise, digital outreach, and enhanced community engagement and canvassing activities to promote 2020 Census participation in Harris County.

Sincerely,

Lina Hidalgo
Lina Hidalgo

Harris County Judge

Presented to Commissioners Court

MAY 14 2019

APPROVE E/G
Recorded Vol 314 Page 1169-1172

* Item #1 was held.
All other items approved.



**ORDER OF COMMISSIONERS COURT
AUTHORIZING APPROVAL OF FUNDING FOR CENSUS 2020 OUTREACH EFFORTS**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

Harris County submitted on July 17, 2018 its Local Update of Census Addresses (LUCA) operations data to the Census; and

Harris County was contacted by the City of Houston on February 21, 2019 to discuss coordinating Census 2020 and Complete Count Committee planning and activities, including an Interlocal Agreement between the City of Houston and Harris County for a joint Census 2020 Engagement Initiative.

On April 1, 2020 the U.S. census will officially conduct the decennial census.

ORDER

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to perform such actions as needed to:

Negotiate with the City of Houston on an Interlocal Agreement regarding participating in a contract with its selected vendor, Lopez Negrete Communications, Inc., for a 2020 Census Engagement Initiative for an amount not to exceed \$500,000.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

MAY 14 2019
APPROVE Held 2
Recorded Vol 314 Page 169

EXHIBIT D

**ORDER OF COMMISSIONERS COURT
AUTHORIZING APPROVAL OF FUNDING FOR CENSUS 2020 OUTREACH EFFORTS**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

Harris County submitted on July 17, 2018 its Local Update of Census Addresses (LUCA) operations data to the Census; and

Harris County was contacted by the City of Houston on February 21, 2019 to discuss coordinating Census 2020 and Complete Count Committee planning and activities, including an Interlocal Agreement between the City of Houston and Harris County for a joint Census 2020 Engagement Initiative.

On April 1, 2020 the U.S. census will officially conduct the decennial census.

ORDER

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to perform such actions as needed to:

Negotiate an Agreement between the City of Houston, Harris County, and the nonprofit organization Houston in Action regarding census-related outreach.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

MAY 14 2019

APPROVE E/G
Recorded Vol 314 Page 1169

**ORDER OF COMMISSIONERS COURT
AUTHORIZING APPROVAL OF FUNDING FOR CENSUS 2020 OUTREACH EFFORTS**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

Harris County submitted on July 17, 2018 its Local Update of Census Addresses (LUCA) operations data to the Census; and

Harris County was contacted by the City of Houston on February 21, 2019 to discuss coordinating Census 2020 and Complete Count Committee planning and activities, including an Interlocal Agreement between the City of Houston and Harris County for a joint Census 2020 Engagement Initiative.

On April 1, 2020 the U.S. census will officially conduct the decennial census.

ORDER

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to perform such actions as needed to:

Negotiate for additional services that focus on messaging and census outreach in unincorporated areas and the additional 33 cities in Harris County for an amount not to exceed \$1,300,000.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

MAY 14 2019

APPROVE E/G
Recorded Vol 24 Page 170/171

**ORDER OF COMMISSIONERS COURT
AUTHORIZING APPROVAL OF FUNDING FOR CENSUS 2020 OUTREACH EFFORTS**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

Harris County submitted on July 17, 2018 its Local Update of Census Addresses (LUCA) operations data to the Census; and

Harris County was contacted by the City of Houston on February 21, 2019 to discuss coordinating Census 2020 and Complete Count Committee planning and activities, including an Interlocal Agreement between the City of Houston and Harris County for a joint Census 2020 Engagement Initiative.

On April 1, 2020 the U.S. census will officially conduct the decennial census.

ORDER

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to perform such actions as needed to:

Work with the Harris County Purchasing Agent to develop one or more requests for proposals to obtain services led by or involving nonprofit organizations that include census campaign strategy expertise, digital outreach, and enhanced community engagement and canvassing activities to promote 2020 Census participation in Harris County.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

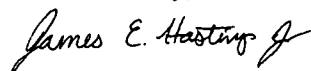
Presented to Commissioners Court

MAY 14 2019
APPROVE E/G 5
Recorded Vol 34 Page 101-1172
EXHIBIT D

2. Request by the Community Services Department for approval of a resolution and order in support for the redevelopment of the Greenspoint Mall in Harris County Precinct One by the North Houston District.
3. Request by the Administrative Office of the District Courts for permission to pay a visiting associate judge for the Family District Courts at a rate of \$65.78 per hour.
4. Request by the County Judge for authorization for Harris County Community Services Department to take the following actions in consultation with the County Judge and Commissioners related to 2020 Census outreach, and related authorization for Harris County Budget Management to set aside funds and establish a total budget not to exceed \$3,964,359:
 - (1) Negotiate with the City of Houston on an Interlocal Agreement regarding participating in a contract with its selected vendor, Lopez Negrete Communications, Inc., for a 2020 Census Engagement Initiative.
 - (2) Negotiate an Agreement between the City of Houston, Harris County, and the nonprofit organization Houston in Action regarding census-related outreach.
 - (3) Negotiate for additional services that focus on messaging and census outreach in unincorporated areas and the additional 33 cities in Harris County.
 - (4) Work with the Harris County Purchasing Agent to develop one or more requests for proposals to obtain services led by or involving nonprofit organizations that include census campaign strategy expertise, digital outreach, and enhanced community engagement and canvassing activities to promote 2020 Census participation in Harris County.
5. Request by the County Judge for discussion regarding recent rain events and flooding in Harris County.
6. Request by the Commissioner of Precinct One for approval of a resolution recognizing the Spring 2019 participants in the Texas Legislative Internship Program.
7. Request by the Commissioner of Precinct Three for discussion and possible action concerning various issues arising from the status, authority and make-up of the Criminal Justice Coordinating Council (CJCC) including: What is the authority of the CJCC? May a member of the CJCC choose to ignore the bylaws established by Commissioners Court? Do members of the CJCC owe a fiduciary duty to the CJCC? May the CJCC set County policy? Does the CJCC have legal authority to bind the County or any of its elected or appointed officials? Are the independently elected officials of the County bound by the decisions of the CJCC? Can someone sue the CJCC? Can the CJCC file a suit? Does the CJCC have immunity from lawsuits? Can individual members of the CJCC be sued for actions taken by the CJCC as a body? Would Harris County be authorized to pay for or otherwise provide a defense to a member of the CJCC against whom a lawsuit were filed or otherwise pay a judgment for an individual member of the CJCC sued for an action taken by the CJCC? If an independently elected official acts contrary to standards adopted by the CJCC would this open up the County or the official to liability? What code of ethics, state or local, apply to members? Who will write the language of the Commissioners Court posting of the CJCC meeting?



Diane Trautman, County Clerk
and Ex-Officio Clerk of Commissioners Court
of Harris County, Texas



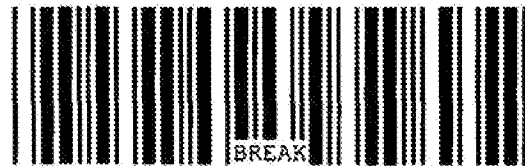
James E. Hastings Jr., Director
Commissioners Court Records



COVER SHEET



BIDS AND PROPS REC'D



HARRIS COUNTY PURCHASING AGENT

Monday, July 15, 2019

Proposal Tabulation

This is an unofficial working document. All proposals are subject to final review and evaluation.

Job. No. 19/0215

2020 Census Participation Initiative for Harris County

	Vendor	Amount	Bond(B) Check(C)
1.	7th Echelon LLC	\$	
2.	Barrett Station Community Development Organization, Inc.	\$	
3.	Civis Analytics, Inc.	\$	received
4.	Innovative Texas Strategies LLC	\$	
5.	knudson & associates LP	\$	
6.	resource staffing	\$	
7.	RFx Analyst, Inc.	\$	
8.	Star International	\$	
9.	Szabo Industries LLC	\$	
10.	The Donatto Group	\$	received
11.	UIS CorporateBenefits	\$	
12.	Houston in Action	\$	received
13.	JANUARY ADVISORS	\$	received
14.	LOPEZ NEGRETE COMMUNICATIONS, INC. COMMUNICA	\$	received
15.	HR & A Advisors	\$	received
16.		\$	
17.		\$	
18.		\$	
19.		\$	
20.		\$	

HARRIS COUNTY PURCHASING AGENT

Monday, July 15, 2019


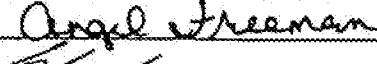
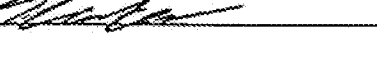
Proposal Tabulation

This is an unofficial working document. All proposals are subject to final review and evaluation.

Job. No. 19/0215 2020 Census Participation Initiative for Harris County

Vendor	Amount	Bond(B) Check(C)
21. _____	\$ _____	

The undersigned hereby certifies that the companies submitted proposals by the due date and time.

Name	Signature	Department	Date
Farran Simon		Purchasing	7-15-19
Angel Freeman		" "	7-15-19
Shane Carter		AIP	7/15/19

21.d.8.9



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

Vote of the Court:

September 18, 2019

Yes No Abstain

Commissioners Court
Harris County, Texas

Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RE: Job No. 19/0215

Members of Commissioners Court:

Please approve the following award on the basis of best proposals meeting requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: 2020 Census Participation Initiative for Harris County

Proposals Received: Six (6) on July 15, 2019 (see attached)

Vendors: Civis Analytics, Inc.
Houston in Action
Lopez Negrete Communications, Inc.

Amount: See confidential attachment

Evaluated by: X Evaluation Committee X Harris County Purchasing

After evaluating the proposals, it was determined that it is in the best interest of Harris County to award to multiple vendors to ensure maximum outreach and response for these services. The County Attorney's Office is preparing Agreements with Houston in Action and Lopez Negrete Communications, Inc. The award to Houston in Action and Lopez Negrete Communications, Inc. is subject to execution of the Agreements. If these vendors and Harris County are unable to agree to executable contracts, Harris County reserves the right to negotiate with other proposers.

Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

PAK/dlc
Attachments
cc: Community Services Department
County Judge's Office
Precincts 1, 2, 3 and 4
Vendors w/o attachments

Presented to Commissioners Court

SEP 24 2019
APPROVE ELG
Recorded Vol 316 Page 1121 - 1122

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 24, 2019

CONFIDENTIAL UNTIL APPROVED BY COMMISSIONERS COURT AND AGREEMENTS ARE EXECUTED

Request for Proposal for 2020 Census Participation Initiative for Harris County

Six (6) proposals were received as follows:

<u>Vendors</u>	<u>Price</u>	<u>Task</u>
Civis Analytics, Inc.	\$ 340,000*	2
The Donatto Group	\$ 933,585	1, 2, 3, 4
Houston in Action	\$1,400,000*	4
HR&R Advisors	\$ 475,000	1
Lopez Negrete Communications, Inc.	\$1,400,000*	1, 2, 3, 4
January Advisors	\$ 275,000	2

*Best and Final Offers

Evaluation Information

The Evaluation Committee consisted of representatives from the Harris County Community Service Department, County Judge's Office, Precincts 1, 2, 3 and 4 and, a representative from the Office of the Harris County Purchasing Agent. Upon careful evaluation of the proposals, vendor presentations and best and final offers, the Evaluation Committee selected Civis Analytics, Inc. (Task 2), Houston in Action (Task 4), Lopez Negrete Communications, Inc. (Task 3) on the basis of best proposals meeting the needs and requirements of Harris County.

It was determined that it is in the best interest of Harris County to award to multiple vendors to ensure maximum outreach and response for these services. All three (3) vendors received the highest evaluation scores. These vendors have extensive experience in working on outreach and census projects. Task 1 will not be awarded at this time.

The remaining vendors were eliminated for the following reasons:

- The Donatto Group was eliminated due to concerns with ability to handle large projects along with lack of previous census experience.
- HR&R was eliminated due to concerns their solution lacked the ability to analyze collected data, sort and provide the required reports in the requested manner.
- January Advisors scope of work and presentation lacked details of the services to be completed throughout this project.

Amount

Civis Analytics, Inc.	\$ 340,000
Houston in Action	\$1,400,000
Lopez Negrete Communications, Inc.	\$1,400,000

This project was developed and issued as a Request for Proposal, and as such it is requested that the evaluation and cost information remain confidential until Commissioners Court approves the award and Agreements are executed. At that time, all responses may become available for public review under the "Public Information Act".



CIVIS ANALYTICS MASTER SERVICES AGREEMENT

This Master Services Agreement, including all Exhibits attached hereto (the "Agreement") is entered into by and between Civis Analytics, Inc. ("Civis") and Harris County ("You"), and is effective as of the Effective Date identified below.

Civis Agreement # 1	
Harris County	Civis Analytics, Inc., a Delaware corporation
<i>Street Address</i> HARRIS COUNTY PURCHASING AGENT 1001 PRESTON, SUITE 670 HOUSTON, TEXAS 77002	<i>Street Address</i> 200 W. Monroe Street, 22 nd Floor Chicago, IL 60606 Attention: General Counsel Legal notices: legal@civisanalytics.com Invoicing: ar@civisanalytics.com
<i>Invoice Address (if different from above)</i> -same as above-	
APPROVED AS TO FORM:	By: <u>Alan Fu</u>
VINCE RYAN	(Signature)
County Attorney	Name: <u>Alan Fu, CFO</u>
By: <u>[Signature]</u>	Date: ("Effective Date") <u>9/17/19</u>
Randy Keenan	
Assistant County Attorney	
CACI File No.: 19GEN2018	
APPROVED:	
HARRIS COUNTY	
By: <u>Lina Hidalgo sm</u>	
LINA HIDALGO	
County Judge	

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1.



DEFINITIONS

- 1.1 "Aggregate Data" means information about the performance and Your use of the Civis Platform and Licensed Data, which may include Your Data that is anonymized and combined with data from other clients.
- 1.2 "Aggregate Data Analyses" means anonymized analyses of Aggregate Data and reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data.
- 1.3 "Civis IP" means any concepts, processes, approaches, methodologies, know-how, models, tools, data, surveys and survey responses, market research, information, knowledge, experience, the Civis Platform, the Civis Platform Materials and other intellectual property rights of Civis that (i) exist as of the Effective Date, (ii) were developed or collected in the course of the performance of the Services (excluding Your Data) but which are generally applicable to Civis's business and do not incorporate Your Data, and/or (iii) are unrelated to the Services or were otherwise developed or acquired outside the performance or scope of the Services; and, as between You and Civis, all Licensed Data.
- 1.4 "Civis Platform" means any Civis software hosted and made available by Civis as a software- or platform-as-a-service which includes Civis's data analytics platform, modules, and applications for such platform. References to the "Civis Platform" in this Agreement refer to the version of the Civis Platform, including all features and functionality created under SOW(s), subscribed to by You pursuant to an Order, and any future updates, features, functionality and improvements that Civis makes available to You. The Civis Platform includes products such as Creative Focus, Survey as a Service, Identity Resolution, Research and Social Science Software, Predictive Modeling, and Attribution and Optimization.
- 1.5 "Civis Platform Materials" means including the underlying source code, algorithms, models, features, or functionality of the Civis Platform, and any software, technology, materials, data, and information that are Civis IP.
- 1.6 "Civis Solutions" means, collectively, the Civis Platform, Services, and Licensed Data.
- 1.7 "Claim" means any claim, action or suit, including actions by government regulatory agencies.
- 1.8 "Confidential Information" means all confidential, non-public, or proprietary information and materials provided or made available by a disclosing party that a reasonable Person knowledgeable in the disclosing party's industry would recognize to be confidential.
- 1.9 "Deliverables" means the written reports, memos, and lists that Civis may create and deliver to You pursuant to the Services.
- 1.10 "End Users" means the individuals authorized by You to use the Civis Platform.
- 1.11 "Feedback" means ideas, feedback or suggestions regarding Civis Solutions.
- 1.12 "Fees" means, individually and collectively, the fees and expenses set forth in each Order and SOW hereunder.
- 1.13 "Implementation" means the Civis Platform configuration and integration Services to be performed by Civis pursuant to the initial SOW (if applicable).
- 1.14 "including" means including without limitation.
- 1.15 "Indemnitee" means the party seeking indemnification, which includes a party hereto and its affiliates, directors, officers, and employees.
- 1.16 "Indemnitor" means the party that indemnifies the other party.
- 1.17 "Intellectual Property Rights" means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including all applications and registrations therefore and rights to apply for any of the foregoing.



1.18 "IP Claim" means a Claim alleging that the Civis Solutions infringe a third party's Intellectual Property Rights.

1.19 "Licensed Data" means data (including personally identifiable information), proprietary scores, models, categories, projections and other analytical tools that You license from Civis, which may be owned by third parties or by Civis. For clarity, and without limiting the foregoing, Licensed Data includes (i) all data accessible to You through the Civis Platform (but which is not Your Data), (ii) any data which Civis appends to Your Data, whether temporarily for purposes of furthering Civis's performance of the Services for You, or as included in any final Deliverables pursuant to a Statement of Work and (iii) all surveys, survey responses and respondent data collected in connection with any survey-as-a-service Services provided to You by Civis.

1.20 "Order" means each written agreement for a license to the Civis Platform and/or Licensed Data, applicable Usage Limitations, the number of End Users, and the Fees due for the foregoing.

1.21 "party" means You or Civis, as the context requires.

1.22 "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.23 "Services" means any services requested that Civis agrees to perform for You hereunder, including configuration services, analytics services, training services, development and provision of custom features or functionality, user interface customizations and new integrations with third party data providers. Services will only be provided pursuant to a Statement of Work. Civis agrees, however, to perform all Services for You detailed herein and in the Request for Proposal Purchasing Job No. 19/0215, attached hereto as Exhibit "A" and incorporated herein by reference.

1.24 "Statement of Work" or "SOW" means each written agreement for Services to be performed subject to this Agreement. Notwithstanding anything in this Agreement, the Primary Statement of Work ("PSOW") is attached hereto as Exhibit "B" and made a part hereof. Both parties agree that the Primary Statement of Work represents the fundamental services for which You are contracting with Civis, and no additional Statement of Work will be required to effectuate the performance of services contained in the Primary Statement of Work; however Supplemental Statements of Work ("SSOW") may be issued and submitted from time to time pursuant to the terms of this Agreement, but specifically subject to Section 12 regarding change orders and financial limits on Your obligations under this Agreement.

1.25 "Term" means the period from the Effective Date until the termination of all Orders and SOWs, unless specifically extended by both parties in writing, the Term will naturally expire on the last day of the 24th full calendar month following its execution by all parties.

1.26 "Third Party Agreements" means agreements between Civis and the operators of Third Party Services.

1.27 "Third Party APIs" means application programming interfaces or other means of interoperability made generally available by the operators which Civis does not control.

1.28 "Third Party Materials" means materials and information, in any form or medium, including any software (including open-source software), documents, data, content, specifications, products, equipment or components of or relating to the Services or Deliverables that are not proprietary to Civis.

1.29 "Third Party Services" means features or functionality that interoperate with online services operated by third parties.

1.30 "Usage Limitations" means Your data storage limits, monthly bandwidth caps, and other limits and restrictions applicable to Your use of the Civis Platform, as set forth in an Order.

1.31 "Your Data" means, as between Civis and You, (i) all data owned by You and provided to Civis by or on behalf of You and (ii) data generated or collected by Civis as a Deliverable to You pursuant to this Agreement.



1.32 "Your Resources" means (i) the qualified personnel or representatives designated by You to consult with Civis in connection with the Services and provide Civis with documentation or other information (ii) access to Your premises and appropriate systems and/or workspace for Civis personnel at Your premises; and (iii) access to Your Data.

1.33 Other Terms. Other capitalized terms used in this Agreement have the meanings set forth in the cover page or elsewhere in this Agreement.

2. SERVICES (WHEN YOU ENGAGE CIVIS TO PERFORM CONSULTING AND ANALYTICS SERVICES)

2.1 Performance of Services. Civis will perform the Services using its best efforts and judgement based on the information available to Civis. To the extent Civis uses subcontractors in the performance of the Services, it remains liable for their performance hereunder.

2.2 SOWs. The parties may execute one or more SOWs setting forth the Services. Each SOW, other than the PSOW which is hereby deemed to have been submitted and authorized, must be signed by authorized representatives of both parties, and the Services will only be provided pursuant to a mutually executed SOW. Each SOW will identify the following: (i) the nature of the Services; (ii) the Deliverables, if any, to be provided by Civis to You in connection with the Services and the acceptance criteria and process therefor; (iii) a time schedule for estimated performance of Services by Civis; and (iv) labor rates and/or amount of payment for Services, including any expenses which are to be reimbursed, including reasonable air travel, hotel accommodations, and meals for meetings at or other travel to Your site. Unless otherwise agreed in writing by both parties, the labor rates delineated in each Statement of Work apply only to that Statement of Work. Notwithstanding anything to the contrary in an SOW, any deliverables described in an SOW that are Civis Platform features, functionalities or improvements constitute part of the Civis Platform licensed to You pursuant to Your payment and do not constitute Deliverable(s) to which You are entitled any ownership rights, other than the limited licenses that may be granted herein. To the extent that access to any Civis Platform features or Licensed Data is provided to You pursuant to an SOW (such as, for example, Civis data appended to Your Data), Your license to use the Civis Platform and/or the Licensed Data shall further be subject to Section 3 below.

- (i) Implementation. If applicable, the initial SOW covering Implementation of the Civis Platform is attached hereto as Exhibit A. Implementation is complete on the earliest of: (a) all the milestones in Exhibit A being met; (b) You notify Civis that the Implementation is complete; or (c) You commence use of the Civis Platform.

2.3 Your Resources. You will provide, maintain and make available to Civis, at Your expense and in a timely manner, Your Resources as necessary to perform the Services, and such other additional resources as are specified in the applicable SOW or as Civis may reasonably request in connection with Civis's performance of the Services.

2.4 Effect of Your Failure or Delay. In the event You do not provide Your Resources in a timely manner (regardless of whether such failure is by You or by Your third party vendor, supplier, licensor or Civis), Civis's time for performance of the applicable services may, following written notice to You, be extended by the amount of time corresponding to such delay. You acknowledge that Your delays will not affect invoicing schedules and payment obligations unless agreed upon in writing by Civis.

2.5 Project Management. Each party will, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Services. Each such project manager is responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party will ensure its project manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity. The parties' project managers will be identified in each SOW, to the extent the project manager differs from that used for the PSOW. Each party will use commercially reasonable efforts to maintain the same project manager in place throughout the SOW Term. If either party's project



manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party will promptly name a new project manager by written notice to the other party.

2.6 Third Party Materials. The Services and related Deliverables may include or operate in conjunction with Third Party Materials. For any Third Party Materials that are provided by Civis, Civis will obtain the necessary rights, licenses, and permissions to permit You to use the Services and Deliverable(s) as contemplated by this Agreement. Third Party Materials may fall within Sec. 552.110 of the Act.

2.7 Changes. Either party may, at any time during the Term, request in writing changes to the Services. At a minimum, the parties will agree upon the scope of the changes and additional Deliverables, commensurate fee increases, time extensions, and pass-through of additional costs and expenses to You. If the parties agree on at least the minimum terms listed above, the parties will memorialize the agreement in a written change order or additional SOW signed by both parties, and implement all such changes. No changes will be effective unless and until memorialized in a written change order or additional SOW signed by both parties, pursuant to the requirements in Section 15.8; however change orders are subject to Section 12 of this Agreement regarding limitations on project cost and liability.

2.8 Your Management. You acknowledge that the Services that Civis provides are inherently advisory in nature, and You waive any claims against Civis for Your management decisions or management functions. Further, You acknowledge that You are responsible for evaluating the adequacy and results of the Services, and accepting responsibility for the results of those Services.

3. CIVIS PLATFORM AND DATA (WHEN YOU LICENSE CIVIS TECHNOLOGY AND/OR DATA)

3.1 Orders. The parties may execute one or more Orders setting forth the Civis Platform (and Licensed Data, if applicable) that Civis will make available to You. Each Order must be signed by authorized representatives of both parties, and the Civis Platform (and Licensed Data, if applicable) will only be provided pursuant to a mutually executed Order. All Orders that are entered into between the parties are governed by the terms of this Agreement and are hereby made part of and incorporated into this Agreement. Each Order will, at a minimum, identify the following: (i) the Civis Platform features subscribed to by You; (ii) applicable Usage Limitations; (iii) the number of the End Users authorized to use the Civis Platform; and (iv) the Fees due for the foregoing. The Civis Platform will be made available to You as further detailed in and subject to the terms of the PSOW, without additional cost, as required to fulfill the PSOW.

3.2 End User Accounts. You and Your End Users will use all proper administrative, physical, and technical means to secure user names and passwords, and will promptly notify Civis if You suspect that any user name and password has been compromised. Each Civis Platform account may only be accessed and used by the specific named End User for whom such account is created. You are responsible for all acts and omissions of End Users as it pertains to the Civis Platform and Licensed Data. You acknowledge that use of a Civis Platform account by any individual other than the applicable named End User is a material breach of this Agreement, and You are responsible for the acts or omissions of such individuals. You may change the End User authorized under a Civis Platform account by providing a written request to support@civisanalytics.com.

3.3 Restrictions. You acknowledge that use of the Civis Platform and Licensed Data are provided for Your benefit only, and agree not to use the Civis Platform or Licensed Data for the benefit of any third party (including through conducting analysis for a third party). You agree not to, not to attempt to, nor allow any third party to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Civis Platform or Licensed Data, other than as expressly provided for in an Order, (ii) make the Civis Platform or Licensed Data available to any third party or use the Civis Platform or Licensed Data on a service bureau or time sharing basis, (iii) decompile, reverse engineer, or disassemble the Civis Platform or Licensed Data or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Civis Platform or hidden or protected fields or filters contained within the Licensed Data, (iv) create derivative works based on the Civis Platform or Licensed Data; (v) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Civis Platform or Licensed Data or during the use and operation thereof, (vi) publicly disseminate performance



information or analysis (including benchmarks) relating to the Civis Platform; (vii) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Civis Platform; (viii) scrape, export, store, or otherwise retain any source code, underlying ideas, algorithms, file formats or programming interfaces of the Civis Platform or (ix) use the Civis Platform or Licensed Data to develop a competitive product offering. You will not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Civis Platform, except solely to the extent as may be specifically enabled and authorized by Civis. The Civis Platform and Licensed Data may include maps or other third party content. Such maps or other third party content may only be used with the Civis Platform in the manner enabled through the Civis Platform, and (without limiting the generality of this section) may not be sold, licensed or distributed (whether alone or as part of any collection or product). Civis acknowledges and agrees that You are coordinating the Services of Civis with the services of other providers discussed in Exhibit A in order to fulfill Your objectives, and that, as a result of that coordination, You may be required to share data and access with such third parties, provided such third parties are contracted under obligations at least as stringent as those herein, including, but not limited to, the confidentiality obligations, and You are responsible for ensuring compliance with all applicable obligations herein for such third parties.

3.4 Suspension/Termination. Civis may temporarily suspend Your access to or use of the Civis Platform and/or the Licensed Data at any time if: (i) in the sole discretion of Civis, such action is necessary to prevent material errors or harm to any system or network, or to limit Civis's liability; or (ii) You attempt to access or use the Civis Platform in a manner not authorized by this Agreement, including any attempt to gain access to data or information relating to other Civis customers, or any use that infringes third party Intellectual Property Rights or violates any applicable law, rule or regulation.

3.5 Usage Data. You acknowledge and agree that Civis collects Aggregate Data and can create Aggregate Data Analyses; provided, however, that **no Aggregate Data or Aggregate Data Analysis will identify or permit identification of You.** Civis has exclusive ownership rights to, and the exclusive right to use and distribute, such Aggregate Data and Aggregate Data Analyses for any purpose.

3.6 Changes. The parties may execute additional Orders to, for example, change the version of the Civis Platform applicable hereunder, add End Users, add additional Licensed Data, and/or change Usage Limitations. Such additional Orders, to the extent the same are beyond the needs or requirements of the PSOW, may be subject to applicable Fees based on Civis's then-current price sheet. You acknowledge that such modifications may require a lead time of 14 days for Civis to implement.

3.7 Civis Platform.

- (i) **Provision of the Civis Platform.** Subject to all terms and conditions of this Agreement, following Implementation (if applicable), You have the right to access and use the Civis Platform during the Term solely for purposes of supporting Your internal business operations and solely in the manner enabled by Civis and in accordance with all applicable Usage Limitations and documentation. Civis reserves the right to modify and update the features and functionality of the Civis Platform from time to time. Civis will provide commercially reasonable notice of material and substantial modifications or updates that may affect the functionality of the Civis Platform. If such modifications or updates materially and adversely affect the functionality of the Civis Platform, You may terminate this Agreement, if Civis is unable to materially restore functionality within ten business days of receipt of Your written notice describing such material adverse effect and stating Your intent to terminate. Except for as expressly set forth herein, You are solely responsible for purchasing and configuring all hardware, software and services that may be necessary or desirable for Your use of the Civis Platform.
- (ii) **Third Party Services and Modifications.** The Civis Platform may include Third Party Services pursuant to Third Party Agreements or through Third Party APIs. Third Party Agreements and Third Party APIs (and the policies, terms and rules applicable to Third Party APIs) can be modified, suspended or terminated at any time. Any such modification, suspension or termination does not affect any payment obligations under this Agreement and Civis has no



liability with respect thereto. If such modification, suspension or termination materially and adversely affects the functionality of the Civis Platform, You may terminate this Agreement upon written notice to Civis if Civis is unable to materially restore such functionality within 10 business days of receipt of Your written notices describing such material adverse effect and stating Your intent to terminate. Additionally, You acknowledge that, subject to and consistent with Section 3.7(i), Civis may change, suspend, modify, or remove certain functions and features within the Civis Platform.

- (iii) **Availability of the Civis Platform.** Civis is responsible for operating the servers that make the Civis Platform available, and will use commercially reasonable efforts to maintain availability of the Civis Platform of at least 99.5%, calculated monthly on a per-minute basis. You acknowledge and agree that the Civis Platform may be unavailable (in whole or in part) from time to time due to: (i) equipment, software or service malfunctions; (ii) maintenance, update or upgrade procedures or repairs; or (iii) causes beyond the control of Civis, including interruption or failure of telecommunication or digital transmission links, malicious attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion or other failures, and that You waive any claims against Civis for any unavailability caused by any of the foregoing. You further acknowledge that any change to the number of clusters or nodes provisioned for Your use of the Civis Platform pursuant to an amended Order may result in read-only cluster access and reduced Civis Platform functionality for up to two days.
- (iv) **Civis Platform Support.** Provided that You timely make all payments due under this Agreement, Civis will provide technical support to You pursuant to the applicable Order. Such technical support consists of answering questions from End Users regarding use of the Civis Platform and any errors within the Civis Platform during Civis's normal business hours. Only End Users may request technical support. Civis will use commercially reasonable efforts to respond to each case within 48 hours and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Civis's reasonable determination. Technical support does not include assistance or advice regarding data analytics generally or anything other than use of (or errors within) the Civis Platform, such as answering questions regarding SQL queries or Stata. Any such assistance or advice is provided only pursuant to a separate SOW.
- (v) **Control of Your Data in the Civis Platform.** You acknowledge and agree that Civis will not, and has no obligation to, monitor or edit Your Data, and that You are solely responsible for Your Data, including without limitation, its format, integrity, accuracy, completeness, maintenance, and its compliance with all applicable laws, rules, and regulations, except, however, Civis is responsible for maintaining administrative, physical, and technical safeguards for the protection of the security, integrity, and confidentiality of Your Data hosted by Civis. Civis reserves the right to, after 5 business days' advance notice to retrieve a copy of Your Data (unless, in Civis' reasonable discretion, circumstances do not allow for such 5 business days period (i.e. an emergency), in which case less or no prior notice may be provided), remove any of Your Data which Civis becomes aware may violate the terms of this Agreement, any applicable law, rule, or regulation, or infringe, misappropriate or violate any third party Intellectual Property Right or privacy right.
- (vi) **Your Management.** You acknowledge that the results of the Platform are inherently advisory in nature, and You waive any claims against Civis for Your management decisions or management functions. Further, You acknowledge that You are responsible for evaluating the adequacy and results of the Platform, and accepting responsibility for the results of the Platform.

3.8 Licensed Data.



- (i) **License to the Licensed Data in the Civis Platform.** If you license Licensed Data from Civis in connection with Your use of the Civis Platform, You will have the right to access and use the Licensed Data during the term of the applicable Order solely for purposes of supporting Your internal business operations and solely in the manner enabled by Civis and in accordance with all applicable Usage Limitations and documentation. As between Civis and You, Civis reserves all rights in and to the Licensed Data except as granted herein. Subject to the terms and conditions of this Agreement, Civis hereby grants to You a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Data solely during the term of the applicable Order and solely for the purpose listed in the Order.
- (ii) **License to the Licensed Data Contained in a Deliverable.** To the extent that Licensed Data is included in a Deliverable pursuant to an SOW (such as, by way of examples only, survey response data or appended data added to certain rows of Your Data), then subject to the terms and conditions of this Agreement, upon receipt of payment for the applicable Deliverable(s), Civis hereby grants to You a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Data solely to support Your internal evaluation of the subject Deliverable(s) and for such other purpose, if any, as may be set forth in the SOW and which is consistent with this Agreement. As between Civis and You, Civis reserves all rights in and to the Licensed Data except as granted herein.
- (iii) **Restrictions.** You shall not (a) provide any Licensed Data to Catalyst, Aristotle, Inc., Acxiom Corp., and/or Experian Information Solutions, Inc. for any use, except where authorized by Civis in writing in advance; (b) license, sublicense, transfer, convey or otherwise make available any data field, record, or data contained within or constituting any part of the Licensed Data, to any Person other than Your employees and Civis, provided that Your employees and Civis are subject to terms and confidentiality obligations at least as restrictive as those in this Agreement; nor (c) contact any of the individuals listed in the Licensed Data without independently obtaining any and all necessary and proper consents for such outreach, or otherwise use the Licensed Data in violation of any applicable laws, rules and regulations (including, without limitation, applicable privacy laws, the Direct Marketing Association's Ethical Use and Fair Information Practices Guidelines, CAN-SPAM, "Do Not Call" Registries, the Telephone Consumer Protection Act, or the Junk Fax Prevention Act) or Your own posted privacy policies. This Section 3.8(iii) is subject to Section 10.2 of this Agreement, however, for the avoidance of doubt, Licensed Data falls within the exception of Sec. 552.110 of the Act.
- (iv) **Export Restrictions.** Unless expressly provided to You by Civis in a final Deliverable pursuant to a Statement of Work, Licensed Data must, at all times, remain on Civis systems and may only be accessed, modeled, and processed through the Civis Platform. You may not export the Licensed Data, in part or in whole, except that You may export a minimum amount of Licensed Data necessary solely for internal reporting purposes (for example, to illustrate an item in an internal report).
- (v) **Transfer of Licensed Data.** Civis may not be able to furnish any Licensed Data when conditions are not in accordance with Civis's standards, or if Civis is otherwise limited by or restricted from providing such data by the third party owner of the Licensed Data. Civis will not be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, special, incidental or consequential damages, resulting from any failure to provide any Licensed Data, any errors or inaccuracies in the Licensed Data or the use by You or third parties of any Licensed Data.
- (vi) **Reporting of Unauthorized Disclosures or Misuse of Data.** Within 24 hours of discovery, you will report to Civis any use or disclosure of Licensed Data not authorized by this Agreement. Your report must identify, to the extent such details are available: (i) the nature of the unauthorized use or disclosure, (ii) the parts of the Licensed Data used or disclosed, (iii) who made the unauthorized use and, if applicable, all parties who received the unauthorized disclosure, (iv) what You have done or will do to mitigate the effects of the unauthorized use or disclosure, and



(v) what corrective action You have taken or will take to prevent future similar unauthorized use or disclosure. You will provide such other information including a written report, as reasonably requested by Civis. Civis reserves the right to audit such usage.

(vii) Voter and Political Contribution Data. This section only applies if You license voter and political contribution data. If Licensed Data includes fields sourced or derived from voter files or political contribution reports, You acknowledge that permitted uses of voter and political contribution data are defined by applicable statute(s), and that You are solely responsible, at Your own expense, for ensuring that its use of the voter and/or political contribution data complies with the statutory restrictions in each applicable jurisdiction (including those from the Federal Election Commission or relevant state laws). Additionally:

i. If Acquiring Virginia Voter Data. By entering this Agreement, You represent and warrant that: (a) You are a Person authorized by § 24.2-405, 24.2-406; 24.2-706, or 24.2-710 of the Code of Virginia to receive a copy of the Virginia voter file (including voter participation history), (b) any Virginia voter data will be used only for political purposes or other purposes prescribed in the statutes referenced above and for no other use, and (c) You will not permit the use or copying of such lists by Persons not authorized by the Code of Virginia to obtain them.

ii. If Acquiring California Voter Data. You must sign the certifications required by the Office of the Secretary of State of California for use of California state voter registration database information. You acknowledge that You are not entitled to receive (and Civis is not permitted to transmit) the California state voter data until (a) You have signed all certifications and (b) the certifications are accepted and approved by the Office of the Secretary of State of California.

4. PAYMENT

4.1 Fees. You will pay Civis the Fees as set forth in each Order and SOW. All recurring monthly Fees under an Order are invoiced in advance of the applicable month.

4.2 Payment Terms. Unless otherwise stated by the parties in an Order or SOW, Civis invoices You for Fees monthly. You agree to pay each invoice within thirty (30) days of the invoice date. All payments will be made in U.S. dollars. You will pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. You are responsible for paying all withholding, sales, value added or other taxes, duties or charges applicable to this Agreement, other than taxes based on Civis's income.

5. OWNERSHIP

5.1 Deliverables. All Deliverables are Your property, provided that You acknowledge and agree that all Deliverables provided by Civis hereunder may incorporate and/or be produced using Civis IP, and that such Civis IP is and remains the sole property and confidential information of Civis. For the avoidance of doubt, Civis IP is proprietary to Civis and falls within Sec. 552.110 of the Act. In addition to the license granted to You with respect to any Licensed Data included in a Deliverable pursuant to Section 3.8(ii) above, if any, upon receipt of payment for the applicable Deliverable(s), Civis hereby further grants to You a non-exclusive, royalty-free, non-transferable, non-sublicensable license under the copyrights in any Civis IP (other than the Licensed Data) embodied in such Deliverable(s) to use the Deliverable(s) for Your internal business purposes. For the avoidance of doubt, with the sole exception of the Deliverable(s) as provided for in this Section 5, nothing in this Agreement or any SOW transfers or assigns You any ownership interest in the Civis IP or in any software code, technology, materials, information or data created or provided by Civis.

5.2 Civis Platform. As between the parties, Civis owns all right, title and interest (including all Intellectual Property Rights) in and to the Civis Platform and the Civis Platform Materials. Nothing herein transfers any rights, title or ownership of the Civis Platform, the Civis Platform Materials, or any Civis software, technology, materials, information or Intellectual Property Rights to You. For avoidance of doubt, subject



to the foregoing, You own all works created by You using the Civis Platform that use Your Data as an input. You are not required to provide any Feedback to Civis. To the extent You provide any Feedback to Civis, You agree to assign and hereby do assign all right, title and interest in and to such Feedback to Civis and acknowledge that Civis may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to You.

5.3 Your IP. As between the parties, You own all right, title and interest (including all Intellectual Property Rights) in and to Your Data and any software, technology, materials and information owned by You prior to the Effective Date or created, authored, developed, made, conceived or reduced to practice by You after the Effective Date. Except for the limited license provided in Section 5.4 below, nothing herein transfers any rights, title or ownership of Your Data or any Your software, technology, materials, information or Intellectual Property Rights to Civis.

5.4 Your Data. As between the parties, You own all right, title and interest in and to Your Data. You hereby grant to Civis during the Term a non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, display, perform and transmit Your Data solely in connection with (i) Civis's performance of the Services, including for its operation of the Civis Platform in connection therewith and (ii) Civis's own internal research and development (e.g., model testing), provided that, for the avoidance of doubt, in no event will Civis incorporate Your Data into any of its products or services or otherwise use or disclose Your Data in any manner contrary to this Agreement. Civis may disclose Your Data to its third party service providers as necessary to assist Civis in providing the Services pursuant to confidentiality agreements that are not materially less protective of Your Data than the terms of Section 10. You acknowledge and agree that Your Data may be transmitted through Civis's systems and reside on Civis's systems for the Term of this Agreement, provided that Civis will cease all use of and delete Your Data following the Term of this Agreement pursuant to Section 6.3 below. Civis will not use or disclose Your Data except as permitted in this Agreement or as is otherwise requested or authorized by You.

6. TERM AND TERMINATION

6.1 Term. This Agreement is effective as of the Effective Date, and continues in full force and effect for the Term.

6.2 Termination.

- (i) Each Order or SOW may be terminated for convenience by either party as of the last day of the then-effective term of such Order or SOW by delivering written notice of termination to the other party at least 30 days prior to the last day of the then-effective Order or SOW term. Additionally, either party may terminate an individual Order or SOW in accordance with the termination provisions described in the applicable Order or SOW. In the event of a conflict, the termination terms of an Order or SOW control. This Agreement remains in effect until the termination or expiration of all Orders and SOWs.
- (ii) Either party may terminate this Agreement or any applicable SOW or Order effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within ten (10) days after receiving written notice of the breach from the non-breaching party. The non-breaching party can waive its right to terminate the Agreement under this section upon written notice to the breaching party.
- (iii) Either party may terminate this Agreement immediately upon written notice at any time if: (a) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (b) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within sixty (60) calendar days; (c) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other party discontinues its business; (v) a receiver is appointed over all or substantially all of the other party's assets or business; or (vi) the other party is dissolved or liquidated.



6.3 Effect of Termination. All rights and obligations of the parties hereunder terminate upon expiration or termination of this Agreement, provided that Sections 1, 3.3, 3.8 (with respect to any Licensed Data retained by You following such expiration or termination), 4.3.8 (with respect to accrued but unpaid Fees), 5, 6.3, 7, 8, 9, 10.1, 11 and 15 survive expiration or termination of this Agreement. Upon the effective date of termination, Civis will destroy Your Data, provided, however You acknowledge that copies of Your Data could be retained on Civis's systems as part of Civis's regular backup procedures and that such retained copies (if any) are only accessible by the limited number of administrators of Civis's systems. Unless granted a continuing license pursuant to Section 3.8(ii), You will destroy and cease all use of the Licensed Data, provided, however, Civis acknowledges that copies of Licensed Data could be retained on Your systems as part of Your regular backup procedures and that such retained copies (if any) are only accessible by the limited number of administrators on Your systems. In addition, upon any termination, You will pay Civis for all portions of Services rendered by Civis and for any Deliverables accepted by You prior to the effective date of such termination, and will reimburse Civis for any out-of-pocket third party expenses incurred by Civis in the performance of any SOW which expenses cannot be mitigated by Civis through commercially reasonable efforts.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its obligations under this Agreement do not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

7.2 Civis. Civis represents and warrants that Civis: (i) will perform its obligations under this Agreement in a professional and workmanlike manner and in compliance with applicable laws, rules, and regulations; and (ii) uses commercially reasonable administrative, technical, and physical security measures to safeguard and preserve the confidentiality of Your Data.

7.3 You. You represent and warrant that: (i) You have all necessary rights, title, and interest (including all necessary consents) in and to Your Data for its use in connection with the Civis Solutions; (ii) You will not use the Civis Solutions or Deliverable(s) in a manner or in connection with any activity that would violate any law, rule, or regulation, including those relating to discrimination, privacy, or data protection, including the Fair Credit Reporting Act and the Telephone Consumer Protection Act; (iii) You will not use the Civis Solutions or Deliverable(s), or any other materials provided by Civis, in connection with or for the purpose of determining eligibility for employment, housing, credit, or insurance purposes, or to make offers of credit or insurance; (iv) You will not use the Civis Solutions or Deliverable(s), or any other materials provided by Civis, in connection with or anticipation of litigation; (v) You use commercially reasonable administrative, technical, and physical security measures to safeguard and preserve the confidentiality, integrity, and availability of the Licensed Data, and (vi) Your Data (including the storage, reproduction, transfer, and use thereof as contemplated under this Agreement) does not and will not (x) violate any state, federal, or local law, rule or regulation, (y) infringe upon the intellectual property or privacy rights of any third parties, or (z) slander, defame, or libel any Person.

8. INDEMNIFICATION

8.1 Civis Indemnity. Civis agrees to, at its own expense, defend and/or settle any (i) IP Claim brought by a third party against You or Your Indemnitees; or (ii) Claim brought by a third party against You or Your Indemnitees arising out of or relating to Civis's gross negligence, willful misconduct, or breach or alleged breach of Sections 7.1 or 7.2. Civis will pay those amounts finally awarded by a court of competent jurisdiction against You or Your Indemnitees, or subject to the terms of Section 8.3, payable pursuant to a settlement agreement with respect to the Claim.

- (i) If Civis, in its sole discretion, believes an IP Claim or an adverse judgment in connection with an IP Claim is likely, then Civis may, at its option, (a) obtain a license from such third party claimant that allows You to continue the use of the Civis Platform, (b) modify the Civis Platform or re-perform the applicable Services so as to be non-infringing, or (c) if neither (a) nor (b) is available



to Civis on commercially reasonable terms, terminate this Agreement upon written notice to You and provide You with a pro-rata refund for any unused, prepaid Fees.

- (ii) Civis will have no obligation or liability relating to any IP Claim that: (a) is based on modification or customization of the Civis Platform at the direction of You or any third party without the prior written consent of Civis; (b) is based on the combination or use of the Civis Platform (or any component of either) with any software, hardware, system, method, device or materials not provided or required by Civis; or (c) results from Your use of the Civis Platform in a manner that is inconsistent with its intended use or is in breach of this Agreement.
- (iii) These Sections 8.1(i) and (ii) set forth the entire liability of Civis and the sole and exclusive remedy of You in the event of any claim that the Civis Platform infringes any third party Intellectual Property Right.

8.2 Your Indemnity. Intentionally omitted.

8.3 Indemnification Procedure. You must promptly notify Civis in writing of any action for which You believe You are entitled to be indemnified pursuant to Section 8.1. The Indemnitee will cooperate with the Indemnitor at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Claim or IP Claim at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this section will not relieve the Indemnitor of its obligations under Section 8 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor may settle a Claim or IP Claim so long as any settlement (i) does not, without Indemnitee's prior written approval, (a) involve the admission of any wrongdoing by any Indemnitee, (b) restrict any Indemnitee's future actions (except with regard to Indemnitee's ability to use a third party's intellectual property), or (c) require any Indemnitee to take any action, including the payment of money, and (ii) includes a full release of the Indemnitees.

9. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. CIVIS AND ITS SUPPLIERS, LICENSORS, PARTNERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE FUNCTIONALITY PROVIDED BY THE CIVIS PLATFORM WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. CIVIS DOES NOT WARRANT THE RESULTS OF USE OF ANY OF THE CIVIS SOLUTIONS. FURTHER, YOU HEREBY ACKNOWLEDGE THAT CIVIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO WHETHER THE NECESSARY AND PROPER CONSENTS FOR ANY MARKETING OR OUTREACH ACTIVITIES INTENDED BY YOU WITH RESPECT TO THE LICENSED DATA, IF ANY, HAVE BEEN OBTAINED FROM THE INDIVIDUALS DESCRIBED IN THE LICENSED DATA.

10. CONFIDENTIALITY.

10.1 Each party must use commercially reasonable efforts to keep and instruct its employees and agents to keep Confidential Information confidential by using at least the same care and discretion as it uses with its own confidential information, but in no case less than a prudent and commercially reasonable standard of care. Neither party will use Confidential Information other than for purposes of performing its obligations under this Agreement or as authorized in writing by the disclosing party. The terms of this Agreement, the features, functionality and content of the Civis Platform, any Civis Platform documentation, Licensed Data, the Fees charged hereunder and any information regarding planned modifications or updates to the Civis Platform or other Civis products and services constitutes Confidential Information of Civis and fall within the exception of Sec. 552.110 of the Act. Confidential Information does not include information that is: (i) publicly available through no fault of the receiving



party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, or (iv) developed by the receiving party without reference to Confidential Information. The confidentiality obligations herein are waived for Confidential Information that is required to be disclosed by law or legal process, provided that the receiving party promptly provides notice to the disclosing party of such request or requirement (to the extent such notice is legally permissible) so the disclosing party may seek appropriate protective orders. If any party, its employees or agents breaches or threatens to breach the obligations of this section, the affected party may seek injunctive relief from a court of competent jurisdiction, in addition to its other remedies, as the inadequacy of monetary damages and irreparable harm are acknowledged.

10.2 The parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). The parties agree that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. The parties expressly understand and agree that the either Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party, provided such information does not fall within Sec. 552.110 of the Act (Exception: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information).

11. GENERAL LIMITATION OF LIABILITY. WITH RESPECT TO SECTION 8 OR EITHER PARTY'S BREACH OF SECTION 10.1, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY AND DAMAGES UNDER THIS AGREEMENT EXCEED \$5 MILLION. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR ALL OTHER CLAIMS, IN NO EVENT WILL EITHER PARTY'S LIABILITY AND DAMAGES UNDER THIS AGREEMENT EXCEED THE HIGHER OF THE SUM OF THE TOTAL FEES PAID TO CIVIS UNDER THE APPLICABLE ORDER OR SOW DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR \$250,000.

12. SPECIFIC LIMITATION OF LIABILITY: CIVIS UNDERSTANDS AND AGREES, SAID UNDERSTANDING AND AGREEMENT ALSO BEING OF THE ABSOLUTE ESSENCE OF THIS AGREEMENT, THAT THE TOTAL MAXIMUM COMPENSATION THAT CIVIS MAY BECOME ENTITLED TO FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT, AND THE TOTAL MAXIMUM SUM THAT YOU SHALL BECOME LIABLE TO PAY TO CIVIS UNDER THIS AGREEMENT, SHALL NOT UNDER ANY CONDITIONS, CIRCUMSTANCES, OR INTERPRETATIONS THEREOF EXCEED THE SUM OF \$340,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY, OR THAT MAY BE CONSTRUED TO THE CONTRARY, YOUR LIABILITY UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT IS LIMITED TO THIS SUM.

13. Terms of Payment: Civis will submit an invoice upon Your acceptance of the Services (note: Services are deemed accepted upon completion (as mutually agreed by the parties) of the PSOW), including a description of the Services provided and the price for each. All invoices MUST be submitted by email to: VENDORINVOICES@HCTX.NET and by mail to: Harris County Auditor, Attn: Accounts Payable, 1001 Preston 8th floor, Houston, Texas 77002. The invoice will be in a form acceptable to You and, at a minimum, include such detail as may Your auditor might request for verification purposes. The invoices shall, at a minimum, include a description of the Deliverable(s), the cost, and the total amount billed for the Deliverable(s). After receipt of an invoice, the Auditor will forward it to the Department, which shall review and approve it with such modifications as may be deemed appropriate (and only to conform to the terms agreed upon between the parties), and then return, with any such modifications, to Your Auditor for payment. You will pay each invoice as approved by Your Auditor in accordance with the laws of the State of Texas. You may exercise any and all rights to set off payment in the event of overpayment and or funds owed to You under this Agreement.

14. Compliance Standards:



- A) Civis represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Civis shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Civis's performance to be rendered hereunder. Civis represents that Civis and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Civis agrees to keep confidential the contents of all its discussions with County officials. Civis agrees to keep confidential the contents of all County records and all other information obtained during Civis's performance of Services under this Agreement. Civis shall not release any confidential information unless You, in writing, authorizes Civis to release specific information to any third parties.
- C) Civis shall not access any information it is not authorized to receive, nor shall Civis copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Civis shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Civis copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Civis warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Civis's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Civis warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) Civis warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Civis warrants and represents to You that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Civis warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with You, and that Civis has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, You may terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: Civis shall not use Your funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Civis exceeds \$100,000.00, Civis shall file with You the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- J) **NO FEDERAL EXCLUSION**
- i) Civis warrants that neither Civis nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who: a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who



are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible;

ii) Civis agrees to report immediately to You if Civis becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.

iii) Civis warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Civis must immediately notify You of any such exclusion or suspension. Civis warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with You. Civis warrants and represents that no person who has an ownership or controlling interest in Civis's business or who is an agent or managing employee of Civis has been convicted of a criminal offense related to involvement in any federal program.

K) You and Your designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and You may make such examinations, studies, and audits at any time whether before or after payment. Civis shall cooperate with such examinations, studies, and audits and provide You with such records, data, documents, including all of Civis's backup and support data for billings, and Civis shall provide access to such records, data, documents and personnel as are requested by You or Your Auditor. All payments made by You are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement. Notwithstanding anything to the contrary herein: (i) examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement (each, an "Audit") may only be conducted up to one (1) time per 12 month period (the first 12-month period begins on the 1st day of the calendar month following the Effective Date), during the Term and for four (4) years thereafter (ii) You will provide Civis reasonable notice prior to any Audit, (iii) Audits will be conducted onsite (i.e. Civis is not required to provide electronic copies), (iv) the scope of each Audit is limited to verifying the accuracy of the amounts paid hereunder, and (v) Your designee will sign Civis' standard non-disclosure agreement prior to conducting an Audit.

L) Whistleblower Protection Act: Civis understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Civis employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Civis shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Civis shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.

M) Prior to execution of the Agreement, Civis shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Civis warrants and represents that all the information on the form is complete and accurate.

N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Civis warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Civis does not appear on the Texas



State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

O) **Anti-Boycott.** Civis warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Civis meets an exemption under subsection (a), then, as required by subsection (b), Civis's signature on this Agreement constitutes Civis's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

15. MISCELLANEOUS

15.1 **Relationship of the Parties.** The parties are independent contractors with respect to each other. This Agreement does not constitute and does not create a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party has any right to obligate or bind any other party in any manner whatsoever.

15.2 **Non-Solicitation.** You acknowledge that Civis's employees are valuable assets and are difficult to replace. Accordingly, during the term of this Agreement and for a period of six months after termination, You will not directly solicit as an employee or independent contractor any of Civis's employees that had direct contact with You or Your employees during the Term of this Agreement. The foregoing shall not be violated if the Civis employee (i) applies to Your general posting or solicitation without inducement from You or Your agents, or (ii) has been terminated from employment with Civis prior to applying to the general posting or solicitation.

15.3 **Non-Exclusivity.** This Agreement is non-exclusive and does not restrict or prevent Civis in any way from (i) entering similar relationships with any third party and (ii) providing similar or identical materials, information, data (excluding Your Data), products, services, or technologies to other parties. You are not restricted or prevented from (i) entering similar relationships with any third party and (ii) receiving or soliciting similar or identical materials, information, data, products, services, or technologies from other parties.

15.4 **Third Party Beneficiaries.** Except as expressly set forth in this Agreement, nothing herein gives, or is intended to give, any rights of any kind to any third parties.

15.5 **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement without the consent of the other party pursuant to any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all assets related to this Agreement or similar transaction. This Agreement inures to the benefit of and binds the parties' permitted assignees, transferees and successors.

15.6 **Force Majeure.** Except for payment obligations, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance is excused to the extent that it is prevented or delayed by reason of any of the foregoing.

15.7 Notices.

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to You or Civis at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Civis: Civis Analytics, Inc.



200 W. Monroe St. 22nd Floor
Chicago, IL 60606
Attn: Legal Department

To You: Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
Attn.: Christy Lambright

With a Copy To: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002
Attn: Patty Kenyon

B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

15.8 Amendments. An amendment of this Agreement is binding upon the parties so long as it is in writing and executed by both parties. No regular practice or method of dealing between the parties modifies, interprets, supplements or alters in any manner the express terms of this Agreement.

15.9 Construction. In the event of a conflict between the terms of this Agreement and any Order or SOW, the terms of this Agreement control unless the parties explicitly state otherwise in an Order or SOW, and in such instances the terms of such Order or SOW will control only as to the subject matter discussed and only for that Order or SOW. This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement. Section headings are for reference purposes only, and should not be used in the interpretation hereof.

15.10 Severability; Wavier; Counterparts. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect. This Agreement may be signed in counterparts. Each of them is an original, and all of them constitute one agreement.

15.11 Governing Law; Jurisdiction; Fees. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to conflicts of laws principles. The parties agree that the state and federal courts in Harris County, Texas will have exclusive jurisdiction and venue under this Agreement, and the parties hereby agree to submit to such jurisdiction exclusively. In the event of a final judgment by a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

15.12 Publicity. Notwithstanding anything to the contrary, Civis is permitted to use Your name and logo to list You as a client of Civis in external communications, marketing materials, and on Civis's website. You will not use Civis's name, logo, or other marks without the prior written consent of Civis, except, however, You must include Civis's name as source attribution on all reports (including visualizations) created by You on the Civis Platform.

15.13 Government End Users. The Services and Civis Solutions are each a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48



C.F.R 227.7202-1 through 227.7020-4, all United States government End Users acquire the Services and Civis Solutions with only those rights set forth herein.

15.14 Entire Agreement. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

[The remainder of this page intentionally left blank.]

Exhibit "A"

The terms and conditions contained in the attached Request for Proposal will be complied with by Civis and obligations contained therein constitute "Services" within the meaning of such term pursuant to Section 1.23 of the Agreement without the requirement of being called out specifically in any SOW:



HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.
19/0215

PROPOSAL FOR: 2020 Census Participation Initiative for Harris County

DUE DATE: Monday, July 15, 2019

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

RETURN PROPOSAL TO:
HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Patricia (Patty) Kenyon patty.kenyon@pur.hctx.net or 713 274-4420

Total Amount of Proposal: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? Yes No If yes, what % of employees: ____%

Print Name _____

Signature: _____

Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Revised 09/14

PAK/dlc

INTENT TO RESPOND

DATE: _____

TO: patty.kenyon@pur.hctx.net or fax to 713-755-6695

FROM: _____
Name and Phone Number

Company Name

Street Address

City, State, Zip

RE: Vendor's intent to respond to Job # 19/0215
2020 Census Participation Initiative for Harris County

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to patty.kenyon@pur.hctx.net or fax form to (713) 755-6695, prior to the deadline of this RFQ. Thank you.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 7. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - _____ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - _____ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - _____ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - _____ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - X g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - _____ i. **HIPAA Requirements**
 - X j. **Questionnaire**

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned proposal package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.htax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

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.
- One (1) original, **clearly marked “ORIGINAL”**, and seven (7) copies, **clearly marked “COPY”**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover. One (1) flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the flash drive.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor’s name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- 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.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

RFP Cover Sheet

Table of Contents

Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e), and signed Addenda (when applicable; see Addenda under General Requirements) – 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 statement of the vendor’s understanding of the project, how vendor will provide required services and vendor’s relevant experience. Provide examples of past work with census strategy management experience, census messaging and marketing, community-based engagements or any other work relevant to this RFP.

Section II: Scope of Service/Narrative of Proposed Team and Services

- Describe vendor’s philosophy, approach(s) and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. 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.
- Identify vendor’s proposed project team to perform the required services. The resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Particular attention and appropriate evaluation credit

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

- Provide a detailed description of why vendor is best qualified to engage in the proposed activities/tasks.
- Each vendor will provide a Task sensitive projected timeline. Each Task being responded to must contain; a start to finish timeline, provide and explain the number of staff required to accomplish each tasks, best practice communication and reporting guidelines for each Task please refer to pages 18-20 of this RFP.

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 – See PRICING/DELIVERY INFORMATION page for instructions.

Section IV: Organizational Information/Qualifications

- Vendor's history, background and principal officers
- Company and project team organization chart
- Description of project team organization; names and resumes of team members
- Financial Statements or Attachment g
- Licenses/accreditations
- References (Attachment h)
- Copy of completed Certificate of Interested Parties Form 1295
- Provide examples of past experience developing programs or services that are described in the scope of work and by Task that the vendor is applying
- List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project
- Knowledge of the decennial census, its challenges and importance, particularly in Harris County
- High level of comfort working with relevant stakeholders, including public, private, nonprofit, elected officials, community groups, and others.
- Diversity, Equity, and Inclusion (DEI) – Vendors must have lived experience and/or deep understanding of the interconnection between diversity, equity, and inclusion, the historic and current policies and systemic barriers to achieving equity and experience identifying, implementing and evaluating strategies that advance DEI.
- Previous campaign management experience is a plus, including demonstrated experience developing communications and field strategies and tactics that successfully activate racially and ethnically diverse, limited English proficient communities, and geographically isolated or remote communities.
- For Task 1- **Census Campaign Strategy Management and Oversight**, vendors (s) must show at least three (3) years of experience creating strategies and campaign oversight for a successful public outreach campaign to reach populations like the easy, hard, and hardest-to-count populations. Preference for Census experience.
- For Task 2 – **Census Data – Analysis, Mapping, and Reporting**, vendor(s) must show at least five (5) years of experience generating, analyzing, and reporting of Census or population related data, including geo-coding and mapping of data and creating reports regarding demographic, socio-economic profiles, research of selected populations for targeting, and experience in developing statistical and predictive modeling in the service of campaign development at the individual or household level.
- For Task 3 – **Census Messaging and Marketing**, vendor(s) must show at least four (4) years of experience successfully leading large scale multi-level media and marketing campaigns, including experience with non-English speaking audiences.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

- For Task 4 – **Community-based Engagement**, vendor(s) must have experience in coalition-building and working with at least twenty (20) community-based organizations in Harris County to increase their capacity to self-advocate and engage their local population and neighborhood. The vendor must have a successful track record working on activities that increase community engagement or civic participation, such as community organizing, public education, outreach, advocacy, or canvassing. Vendors should also demonstrate established relationships with hard-to-count communities and demonstrated experience in identifying, recruiting, and working with trusted messengers and community leaders to reach priority populations.

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

Section VI: **Questionnaire** (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

Section VII: **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.

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.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

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 or vendor(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

1. Qualifications & Experience 30%

Vendor provides qualifications and experience of staff to be assigned to project. Vendor demonstrates ability to meet the qualifications and compliance requirements listed herein. Vendor demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of work similar to the one described in this RFP.

2. Capacity & Resources 20%

Vendor demonstrates staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the vendor. Vendor demonstrates understanding of scope of the project. Vendor demonstrates ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time. Firm demonstrates sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology 25%

Vendor describes how the services will be provided and how they will be supported. Vendor describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

4. Pricing 25%

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 one (1) vendor if it is in the best interest of Harris County. A vendor can seek to perform the duties of a single task or multiple

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

tasks. The County will select the vendor for each task with the best experience, qualification and proposed work to fit the county's census goals and tasks.

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.

REFERENCES

Vendor must provide a minimum of three (3) references as detailed in attachment h, or letters of reference from companies for whom vendor has provided similar services. Letters or references must include the following information:

- Organizational/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/ client would recommend vendor

Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h., References, will be cause for rejection of the response submitted. References from large government entities are preferred.

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.

PURCHASE ORDERS

Services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Once a purchase order is issued, the using department will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and orders only from those persons having authority to place an order.

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.

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

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement. All invoices must be sent via:

VENDORINVOICES@HCTX.NET

Or mailed to:

Harris County Auditor's Office c/o Accounts Payable
1001 Preston, 8th Floor
Houston, Texas 77002

SUBCONTRACTING

In the event the vendor includes utilization of a third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide qualification and experience information for the third-party contractor or joint venture member. Provide documentation of joint venture agreement.

SPECIFICATIONS

2020 Census Participation Initiative for Harris County

SCOPE

Harris County is seeking qualified vendors with experience, capabilities, and qualified available staff to oversee and perform a 2020 census participation initiative for Harris County. Vendors can be consultants, universities, research institutions and/or other entities that meet the outlined requirements.

It is the responsibility of each vendor to examine the entire RFP, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Patty Kenyon, Office of the Harris County Purchasing Agent, via email to patty.kenyon@pur.hctx.net. The deadline for submission of questions relating to this RFP is **12:00 p.m. CST on July 1, 2019**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all vendors. The County will not be bound by any information conveyed verbally.

BACKGROUND

As the third largest County in the United States of America (U.S.), Harris County has an estimated population of 4,698,619 persons (U.S. Census, July 1, 2018 estimates). Over a quarter of our population are youth under 18 years of age and the county is majority minority. Within the boundaries of Harris County are 34 cities, including the fourth-largest city in the U.S., the City of Houston.

The U.S. Census Bureau is required by Federal law to conduct a decennial count of every resident in the U.S. Data collected in the Census is the way that America measures population growth and change. Local areas rely on our statistics for planning where to build new schools and roads. Businesses use our data to track economic and demographic trends. And each year, the federal government distributes more than \$400 billion to states and communities based on Census Bureau data. The 2020 Census will provide critical information that empowers the more than 4.6 million people and over 95,000 businesses with paid employees in communities across Harris County and across the country.

The success of the 2020 Census will rely on convincing residents to complete the census questionnaire, particularly those residents who are considered hard-to-count. These include seniors, persons with disabilities, minorities, Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), low-income households, those with limited English proficiency, immigrants, homeless, highly mobile persons, and young children. The census finds Harris County has one of the highest hard-to-count, just over twenty-three (23) percent. An undercount will equate to a loss of Federal funding. Even only a 1 percent undercount will equal an approximate loss of \$52 million per year. To ensure a complete and accurate census count, Harris County must engage the entire community, including the hard-to-count populations across the county.

REQUIREMENTS

Harris County seeks to achieve the maximum outreach and response possible for the 2020 Census by aggressively targeting all populations, especially those who are hard-to-count. The County's goals are to:

- Improve upon the response rate from 2010 Census for the County and surpass the national average in 2020 Census
- Educate residents on the new online digital format for 2020 Census
- Identify easy, hard, and hardest-to count-communities and populations and report by County Precinct
- Improve overall accuracy to reduce undercount, particularly for those hard and hardest-to-count by prioritizing:
 - Hard-to-count geographic areas in the County
 - Historically undercounted populations
 - Groups with socio-economic factors correlated to low self-response rates
 - Households and individuals with no computer or inadequate Internet access

SPECIFICATIONS-CONTINUED

- Work with City of Houston's Census Engagement Initiative to coordinate Census activities and message
- Work with volunteer organizations on Complete Count Committee (CCC) Co-chaired by the City of Houston Mayor and Harris County Judge
- Raise support from community leaders, business committee, and the public for the Census
 - Establish creative partnerships within communities
 - Collaborate with local media
 - Identify outreach opportunities
 - Recruit volunteers from diverse backgrounds for strategy development and community outreach,
 - Collaborate with the U.S. Census Bureau
 - Create field plan for targeting hard-and hardest-to count populations

In addition, Harris County is seeking to improve upon its census response rate of just over seventy-six (76) percent from the 2010 Census by procuring vendor(s) who can successfully manage a census campaign engaging all residents of Harris County, particularly those hard-to-count. The County envisions four (4) tasks for a successful campaign as detailed in the following:

Task 1 – Census Campaign Strategy Management and Oversight – The work under this task will result in a comprehensive strategic plan for the County's overall census campaign, as well as oversight over the implementation of this plan, once developed. The vendor shall:

- a. Plan and develop the County's census strategies, which are informed by data generated under Task 2, and oversee the implementation to achieve the County's census goals. Strategies will be connected with the specific target populations and their specific characteristics in order to successfully achieve the County's census goals,
- b. Build on past public outreach campaign and best practices, and evaluate implemented activities. The vendor shall propose adjustments to the overall plan and activities to successfully increase response rates for easy, hard and hardest-to-count populations throughout the campaign. As part of this ongoing evaluation and adjustment work, the vendor will incorporate the data published by the census on response rates by census tract and block group,
- c. Collaborate with the County and various census programs, projects, and services, particularly those listed in this scope of work, to ensure that activities and goals are aligned with established priorities,
- d. Ensure that activities are not duplicative of other Federal, State or local efforts,
- e. Provide strategic insight to identify relationship-building opportunities that promote the census.

Task 2 – Census Data – Analysis, Mapping, and Reporting – The work under this task will result in actionable data, mapping, modeling, and tools (including data warehousing) that allow messaging and community engagement for census outreach to be as effective as possible. Actions should inform the strategies developed under Task 1 and respond to requests from the Task 1 vendor and county to comply with plan adjustments. The vendor shall:

- a. Generate and analyze factual census data for use in campaign development and messaging,
- b. Obtain, organize, and analyze data that is countywide and by Harris County Commissioner Precincts' of easy, hard and hardest-to-count populations and communities, visualized through maps and other products that provide demographic, socio-economic profiles, and research of selected populations for campaign development (Task 3),
- c. Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data,
- d. Create statistical and predictive modeling and index scores, targeted to the individual or household level, to inform engagement strategies and marketing,
- e. Work with County to geo-code the targeted areas and outreach activity locations (as implemented in Tasks 3 and 4),
- f. Report on the final results of the census and the County's goal to increase response rates.

SPECIFICATIONS-CONTINUED

Task 3 – Census Messaging and Marketing – The work under this task will result in the development of effective messaging and tools that will successfully encourage County residents, and the hard-to-count residents, in particular, to respond to the census. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall provide:

- a. A multi-level campaign that will reach residents of Harris County of all socio-economic levels and convince them to complete the census forms within the time required by the U.S. Census Bureau. This includes non-English media.
- b. Develop the County's census campaign in conjunction with strategies developed under Task 1, including the concept, creation, and execution of campaigns and promotions regarding the Census.
- c. A focused campaign targeting the hard and hardest-to-count populations identified under Task 2 Census Data. Messaging should be developed taking into consideration specific populations with different language, access, and cultural needs. For those populations that are easiest to count, vendor should support U.S. Census Bureau media releases.
- d. Generate opportunities and messages (including non-English) for the members of Commissioners Court to discuss the census on local programming (radio and television) and through digital media.
- e. Ensure messaging and resources are developed and provided for persons with disabilities to participate in the census.
- f. Coordinate with the U.S. Census Bureau to verify and ensure appropriate placement of media and advertising campaign material via mass distribution at festivals, large community events, and sporting events.
- g. Implement County's census campaign through media, digital media, and other outreach/marketing practices.
- h. Generate collaborative partnerships with media, including local non-English media sources, to promote Harris County's census campaign.
- i. Work with the County/City CCC to identify and implement census outreach opportunities and strategies,
- j. Develop and provide for distribution media resources (flyers, posters, booths, etc.) including use of U.S. Census Bureau materials for public spaces, local community events, and block walks,
- k. Provide staffing as needed for census events and activities,
- l. Provide training models and trainers on census message delivery and outreach for county employees, CCC, and community volunteers who will be working community events and canvassing, and
- m. Create and maintain a calendar of events, trainings, and outreach and report to County.

Task 4 – Community-based engagement – This work under this task will result in the successful recruitment, training, and participation of local community-based organizations, non-profits, and service providers to convince all residents to complete the census forms within the time required by the U.S. Census Bureau. This work will prioritize engagement with hard-and hardest-to-count communities. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall:

- a. Implement best practices on community engagement that can be utilized by volunteers and the County,
- b. Provide strategic insight to identify relationship-building opportunities at the community and local level that promote the census,
- c. Collaborate with the CCC and other organizations to identify target-audience community volunteers for census activities,
- d. Create or manage a web-based information system/platform for community-based organizations, non-profits, service providers and governmental entity to exchange information, data, and tasks including use of data tools and warehouse in Task 2.
- e. Recruit volunteers and host trainings on census outreach (See Task 3),

SPECIFICATIONS-CONTINUED

- f. Manage communications, community, and grassroots engagement activities in targeted communities based on information from Task 2 - Census Data and other data inputs,
- g. Host events in local areas to promote the census,
- h. Participate in scheduled community activities to rally support for the Census.
- i. Organize door-to-door block walks and canvassing in hard and hardest-to-count communities.
- j. Work with local organizations serving the homeless by contributing to the planning of the homeless count.

Cross-cutting work requirements for all Four Tasks

- a. The vendor will be required to work closely and coordinate with the City of Houston's Census Engagement Initiative. This may include sharing data, tools, and other materials to effectively deploy census outreach resources throughout the region.
- b. The vendor will be required to perform monitoring and evaluation of their activities, both to improve the County's census campaign for the 2020 Census, and to provide lessons learned for the County's future census outreach campaigns. This may include: trainings and presentations sharing best practices and findings that support future civic engagement
- c. Efforts; planning for future Census work; written final evaluation/assessment of project and set of best practice recommendations for future Census and similar efforts; a set of tools, templates, other materials that can be shared with future Census planners and advocacy organizations; and suggestions on engagement plans to ensure hard-to-count communities are included in efforts similar to Census efforts, such as redistricting.

The selected vendor(s) shall provide a timeline by each task and deliverable described in the scope of work for which they are proposing services and include in Section II of vendor's response to this RFP. Note that the identification of target populations by the Task 2, vendor should be accomplished as soon as practical from contract execution. Census outreach activities for all vendors should continue until June 30, 2020 as the U.S. Census non-response follow-up is in operation. Successful vendors shall perform evaluation requirements, as described above, due to the County by August 30, 2020.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must complete the open lines provided below. Proposals must delineate fixed prices. The task price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.

If there is no space to provide the following information, on a separate page provide an itemized budget by each task as described in the scope of work and that the vendor is applying and a detailed explanation for all costs associated with providing the requested services. The additional pricing information must adhere to the cost breakdown below. Please note, if the required items are not completed, the proposal may be considered non-responsive and may not be considered for an award.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Total Price</u>
A	Task 1 – Census Campaign Strategy Management and Oversight	Lump Sum	\$ _____
B	Task 2 – Census Data – Analysis, Mapping, and Reporting	Lump Sum	\$ _____
C	Task 3 – Census Messaging and Marketing	Lump Sum	\$ _____
D	Task 4 – Community-based engagement	Lump Sum	\$ _____
Grand Total			\$ _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. Property: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No. *

Property address or location**

* This is the property account identification number assigned by the Harris County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. Harris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No

If yes, attach a separate page explaining the debt.

III. Residence Certification - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

Revised 11/09

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Workers Compensation**, as required by the laws of Texas, and **Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease—Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Revised 8/2017

FINANCIAL STATEMENT

Condition of vendor at close of business Month, _____, 2019

ASSETS

1.	Cash on hand		\$ _____	
	In Bank		\$ _____	
	Elsewhere		\$ _____	\$ _____
2.	Accounts receivable from completed contracts (Exclusive of claims not approved for payment)			_____
3.	Accounts receivable from other sources than above			_____
4.	Amounts earned on uncompleted contracts (Not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)			_____
5.	Deposits for bids or other guarantees			_____
6.	Notes receivable	Past due	\$ _____	
		Due 90 days	\$ _____	
		Due Later	\$ _____	
7.	Interest earned			_____
8.	Real Estate			
	Business Property, Present value		\$ _____	
	Other property		\$ _____	_____
9.	Stocks and Bonds		\$ _____	
	Listed on exchange		\$ _____	
	Unlisted		\$ _____	_____
10.	Equipment, machinery, fixtures		\$ _____	
	Less Depreciation		\$ _____	_____
11.	Other Assets			_____
			TOTAL ASSETS	\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$ _____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	TOTAL LIABILITIES		\$ _____

In addition, please include and annual reports covering the two (2) most recent fiscal years, or any other documents that will allow Harris County to assess the financial viability of the vendor.

REFERENCES

Vendor should provide at least three (3) references for each Task. Please refer to page 15 of this RFP for additional instructions.

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Attachment j. Questionnaire (4 pages)

(For prospective vendors downloading this RFP from Harris County BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the Questionnaire may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

QUESTIONNAIRE

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 1/2" x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE - If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENERAL QUESTIONS

	Yes	No	Response/Comments
1 Present Company Name			
2 Location of company headquarters			
3 Primary Houston address			
4 Owner(s)			
5 Form of Business			
Corporation			
Partnership			
Sole Proprietary			
6 Principal office location			
7 To be completed by Corporations			
Date Incorporated			
Under the laws of what state			
Provide a COMPLETE list of officers			
Executive Officer			
8 To be completed by Partnerships			
Date formed			
Is Partnership general, limited, or associated?			
Provide a COMPLETE list of members.			
Provide a COMPLETE list of all local branch offices.			
9 To be completed by all vendors. Minority/Women Business Enterprise (M/WBE) or Historically Underutilized Business (HUB)			
Does responding vendor qualify as M/WBE?			
Does responding vendor qualify as HUB?			
Vendor must provide backup certifications of M/WBE or HUB verification.			
Does vendor intend to utilize sub-contractor?			
If so, does sub-contractor qualify as M/WBE?			

GENERAL QUESTIONS		Yes	No	Response/Comments
	If so, does sub-contractor qualify as HUB?			
	If neither the prime no sub-contractor qualify as a M/WBE or HUB, list the percentage of the company ownership in prime or sub-contractor by either minorities and/or women.			
	If neither of the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of employees that are either minorities and/or women.			
10	Submitted by (name of person submitting questionnaire)			
11	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
12	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
13	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence.			
14	Has company conducted business with Harris County in the last twenty-four (24) months? If yes, provide details.			
15	Does your company understand that due to processing procedures for Harris County, there may be up to a forty-five (45) day delay from the date the invoice is received by the using department and the Harris County's Auditor's Office before payment is available and that no consideration for special handling will be made?			
16	Provide the name of the representative to be assigned to handling all Harris County needs, facilitating communication and ensuring quality of services.			
	Telephone Number (must be a local or toll free)			
	After hours contact information			
	Fax number (must be local or toll free)			
	Email address			
17	Vendor may subcontract parts of the services awarded on this contract to another firm but must first acquire Harris County approval prior to subcontracting. Awarded vendor will be responsible for maintaining all insurance requirements for any/all subcontractors. Identify if vendor plans to subcontract any portion of this solicitation, what parts will be subcontracted, and the subcontractor expected to provide the services. If yes, the vendor shall be required to obtain a payment bond. The County will provide the bond documents to be executed.			

GENERAL QUESTIONS

18	If your company does not have an office in Houston, please explain how your company will provide services should Harris County decide to award to your company?	Yes	No	
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LITIGATION AND/OR COMPLAINTS DISCLOSURE

		Yes	No	Response/Comments
19	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment court order or investigation?			
20	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Harris Health System or any other federal, state or local government, or private entity?			
21	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Harris Health System or any other federal, state or local government, or private entity during the last ten (10) years?			
22	Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.			
23	Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.			
24	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.			

QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION COMPLETED AND RETURNED.

State of: _____

County of: _____ being duly sworn, deposes and says that he is _____ of _____

(Name) _____ (Title)

(Company) _____ and that the answers to the foregoing questions on the attached forms and all

statements therein are true and correct: that the experience record and the schedule of services are made a part of this affidavit as though written in full herein, and all statements and questions given in the above-mentioned experience record and schedule of services are true and correct.

Signed: _____
Sworn to before me this _____ day of _____ A.D. 20 _____
NOTARY PUBLIC _____
My commission expires: _____



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

July 10, 2019

TO: ALL VENDORS

RE: Job No. 19/0215

DUE DATE: July 15, 2019 no later than 2:00 p.m. local time, Houston, TX

All vendors are required to sign and attach a copy of this addendum with each response for 2020 Census Participation Initiative for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 1

The following is to clarify requirements and answer vendor questions:

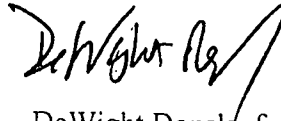
1. May firms that are submitting as a part of a larger team (that collectively addresses all tasks outlined in the scope) also submit individually for a specific task? **Yes.**
2. In the case of a proposal that collectively addresses all the tasks, does the firm leading "Task 1 - Census Campaign Strategy Management" have to be the prime on the contract? **No, but proposal should show how the Task 1 provider will lead the strategy that the other vendors, including prime, will follow and how this might affect the prime.**
3. RFP, page 11 of 27, "Vendor Instructions", "One flash drive containing the complete response in Word/Excel format is requested." Can the entire response be saved on the flash drive in pdf format? Or must the response be saved in Word, and the "Questionnaire — Attachment g" in Excel format? **As stated in the Request for Proposal (RFP) and within your question, the entire response must be saved on the flash drive in Word and Excel.**
4. Is there a page limit for the overall RFP submission or for any of its parts? **No.**
5. RFP, Page 23 of 27, Minimum Insurance Requirements — Attachment e, under Commercial General Liability, you request Products/Completed operations coverage. This is more common for manufacturing of products or goods, since this is more of a professional services project, can you confirm if this particular coverage is still required for the services requested? **All requirements listed within attachment e., Minimum Insurance Requirements, are required for this RFP.**
6. RFP, page 11 of 27, Section II, third bullet point states, "Identify vendor's proposed project team to perform the required services." The resumes shall include academic qualification,

professional experience, and professional license if applicable, with supporting documents. May we submit bios of each project team member or do we need to submit conventional resumes? These bios would include professional experience, highlighting previous clients/brands, projects, certifications, academic background, etc.? **Team member biographies will be acceptable.**

7. RFP, page 12 of 27, Section IV, third bullet, asks for resumes as well "Description of project team organization; names and resumes of team members", and in the same section, six bullets below, it also states, "List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project." Shall we include the staff's individual bios in Section II, in the "Scope of Service / Narrative of Proposed Team and Services" section or do you prefer they go in Section IV, along with the company and project team's organization chart or the vendor's qualifications and experience? **Place the staff's individual biographies in Section II.**
8. RFP, page 12 of 27, Section IV, where you ask for vendor's experience in each of the four (4) tasks of this project, can we use the same examples if a campaign pertains to more than one of the four (4) tasks? For example, if we have created the strategy and managed the campaign oversight for a successful public outreach campaign to reach populations like the easy, hard and hardest-to-count populations, as required on Task 1, and this same campaign also successfully led to a large-scale marketing campaign for non-English speaking audiences, can this example be included for Tasks 1 and 3? **Yes.**
9. RFP, page 16 of 27, "Subcontracting", do we need to provide references for our subcontractors/partners? Do we need any additional documentation/forms showing our intent to engage with a particular subcontractor for this project? **Yes, the subcontractor must be listed and references provided for each task they will provide.**
10. Are there any budget parameters/limits per Tasks one (1) through four (4)? **Proposers are required to provide budget information for each task for which services are proposed.**
11. Shall vendors provide staffing details by Tasks one (1) through four (4)? (i.e. number of employees, positions, etc.). **Responding vendors must provide staffing details by each task for which services are proposed.**
12. Since there was no pre-bid conference, will a list of the vendors that have completed an Intent to Respond form be provided? **No, the Intent to Respond form is requested but not a required. As such, it is of no benefit to responding vendors.**
13. Would non-profit entities be allowed to submit a proposal? Are there any parameters? **Non-profit vendors are allowed to respond. All required parameters are detailed within the RFP.**

14. Can vendors currently engaged on other Census initiatives at the Federal or City level be allowed to participate? Any parameters or specific expectations? **Any vendor wishing to participate is welcome to respond. All parameters and specifications are listed within the RFP.**

Sincerely,



DeWight Dopslauf
Purchasing Agent

PAK
sm PAK/dlc

Vendor's Signature

For

Company Name

Exhibit "B"

Principal Statement of Work

Task 2 – Census Data – Analysis, Mapping, and Reporting – The work under this task will result in actionable data, mapping, modeling, and tools (including data warehousing) that allow messaging and community engagement for census outreach to be as effective as possible. Actions should inform the strategies developed under Task 1 and respond to requests from the Task 1 vendor and county to comply with plan adjustments. The vendor shall:

- a. Generate and analyze factual census data for use in campaign development and messaging,
- b. Obtain, organize, and analyze data that is countywide and by Harris County Commissioner Precincts' of easy, hard and hardest-to-count populations and communities, visualized through maps and other products that provide demographic, socio-economic profiles, and research of selected populations for campaign development (Task 3),
- c. Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data,
- d. Create statistical and predictive modeling and index scores, targeted to the individual or household level, to inform engagement strategies and marketing,
- e. Work with County to geo-code the targeted areas and outreach activity locations (as implemented in Tasks 3 and 4),
- f. Report on the final results of the census and the County's goal to increase response rates.

Civis awarded for Task 2 only

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on SEP 24 2019, 2019 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN HARRIS COUNTY
AND CIVIS ANALYTICS, INC.**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The Agreement is granted and the County Judge of Harris County or her designee is authorized to execute an Agreement with Civis Analytics, Inc. to provide Data Generation and Analysis services for Harris County Community Services Department for an amount not to exceed \$340,000.00. The Agreement is attached hereto and made a part hereof for all purposes.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

SEP 24 2019
APPROVE E/G
Recorded Vol 311 Page 121
122

20.C.12.C



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

October 3, 2019 Vote of the Court:

Commissioners Court
Harris County, Texas

RE: Job No. 19/0215

Members of Commissioners Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please approve the attached Orders authorizing the County Judge to execute the attached Agreements for the following:

Description: 2020 Census Participation Initiative for Harris County

Vendors: Houston in Action
Lopez Negrete Communications, Inc

Amounts: \$1,400,000 (Houston in Action)
\$1,337,725 (Lopez Negrete Communications, Inc.)

Reviewed by: X Communication Services Department X Harris County Purchasing

The award was approved by Commissioners Court on September 24, 2019. Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
DeWight Dopslauf
Purchasing Agent

DA

PAK

PAK/dlc
Attachments
cc: Community Services Department
County Judge's Office
Precincts 1, 2, 3 and 4
Vendors

Presented to Commissioners Court

OCT 29 2019

APPROVE ELG
Recorded Vol 317 Page 512-513

US - orig Hr + 1 org agmmt each
PUR - copy Hr + 2 org agmmts each

FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 29, 2019

Revd 3 org agmmts each

**ADDENDUM TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND
HOUSTON IN ACTION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through the Harris County Community Services Department (the "Department" or "CSD"), and Houston in Action, ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

The County desires community-based engagement services to support Harris County's 2020 Census Participation Initiative (the "Services").

Contractor warrants and represents it is capable and willing to provide the Services.

Terms

I.

Contractor agrees to furnish Services in accordance with Task 4 of Harris County's Request for Proposal ("RFP") for Job 19/0215 (the "Services"), attached hereto as Exhibit B. Contractor's Scope of Work is attached as Exhibit C. In the event of any conflict between the Scope of Work and the RFP, the RFP shall control. It is expressly understood and agreed that the Agreement is attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control. All Services are subject to approval by the designated County representative.

Contractor shall follow all federal, state, and local laws, rules, orders, codes, and regulations applicable to the Services.

Contractor shall supply written proof that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status in "good standing" with the Texas Comptroller of Public Accounts.

Contractor shall verify that any Subcontractors it retains to perform Services pursuant to this Agreement are registered with the Texas Secretary of State to transact business in Texas, and are current on all state and local fees and taxes.

Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

II.

EFFECTIVE DATE AND TERM

The term shall begin upon approval by Commissioners Court. Performance of the Services is expected to be complete by August 31, 2020, in accordance with the schedule in the Statement of Work. Performance will be complete upon approval of final report by the County and payment for Services.

III.

LIMIT OF APPROPRIATION

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Four Hundred Thousand and No/Dollars (\$1,400,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately. All other references in the Agreement of any kind to additional charges are hereby deleted.

IV.

PAYMENT TERMS

County will pay Contractor in accordance with the Schedule of Values and BAFO, attached hereto at Exhibit D. Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

V.

PUBLIC INFORMATION ACT

Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the

County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

VI.

INDEPENDENT PARTIES

The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.

Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL

HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **The County will not be responsible for overtime wages.**

Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

VII.

TERMINATION

The County may terminate this Agreement by providing thirty (30) days written notice to the Contractor.

Upon the expiration of thirty (30) days from receipt of written notice, Contractor shall discontinue all Services in connection with the performance of this Agreement.

Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice, showing in detail the Services received and accepted by the County under this Agreement, for which the County has not been invoiced or has not paid.

The County agrees to pay Contractor that portion of the prescribed charges for the Services received under this Agreement, less such payments on account of charges as have previously been made.

VIII.

COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree

of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services described in this Agreement.

- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of the Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes the Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- G) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- H) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement

term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

- I) No Federal Exclusion: Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- K) Contractor warrants that it will provide the Services in a professional and businesslike manner.
- L) In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- M) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.

- N) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," attached hereto as Exhibit F and incorporated herein by reference. Contractor warrants and represents that all the information on the form is complete and accurate.

IX.

INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

EXCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL CONTRACTOR OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS, EVEN IF CONTRACTOR OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

Any language in the Agreement that states the County will indemnify Contractor for any reason is hereby deleted in its entirety.

X.

SUCCESSORS AND ASSIGNS

The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

XI.

PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

Under no circumstances, except in consultation with its attorneys, shall Contractor release any material or information developed in the performance of this Agreement without the express written permission of the County.

XII.

APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

If any provision of the Agreement or this Addendum are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

XIII.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either Party to this Agreement.

XIV.

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise

provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Houston in Action
515 Post Oak Blvd., Suite 1000
Houston, TX 77027
Attn: Francis Valdez

To the County: Community Services Department
8410 Lantern Point
Houston, TX 77054
Attn: Christy Lambright

Copy to: Harris County Purchasing
Attn: Patty Kenyon
1001 Preston Suite 670
Houston, TX 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

XV.

TAXES AND CHARGES

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

XVI.

INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.

- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Contractor shall maintain at a minimum:
- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.
 - ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
 - v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit E, which is attached hereto and incorporated herein by reference.

XVII.

ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

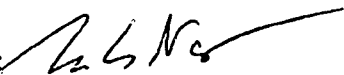
XVIII.

EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

HOUSTON IN ACTION

HARRIS COUNTY

By: 
Name: Frances E. Valdez
Title: Executive Director
Date: 9/26/2019

By: 
I. INA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

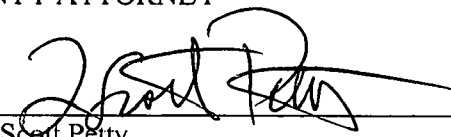
By: 
T. Scott Petty
Assistant County Attorney
C.A. File 19GEN2117

EXHIBIT A

Houston in Action Agreement

(follows behind)

**Agreement Between
Between Houston In Action and Harris County**

Job No. 19/0215

THIS AGREEMENT is entered into this (date) by and between Houston In Action ("Consultant") and Harris County ("Client").

SCOPE OF SERVICES

In consideration of the compensation to be paid by Harris County, it is agreed and understood that the Consultant, shall render the series described and referred to in the attached exhibits. Consultant and its employees shall perform the Services in accordance with all reasonable and customary professional practices prevailing and accepted in the industry.

REPRESENTATION

Consultant represents and warrants that its Services and those performed by its employees shall be of professional nature and shall be performed in a timely manner. Consultant represents that it will exercise best judgement under the prevailing conditions and circumstances existing at the time Services are performed.

OTHER AGREEMENTS

Consultant warrants that it is not a party to any other existing agreement that would prevent it from entering in this Agreement or that would adversely affect the ability to perform the Services contemplated in this Agreement.

TERM

This Agreement shall begin on (date) and shall terminate no later than (date).

TERMINATION

This Agreement may be earlier terminated by either party, with or without cause, provided that the effective date by either party, with or without cause, provided that the effective date of any termination shall not be earlier than the expiration of thirty (30) days after providing written notice of termination to the non-terminating party.

COMPENSATION

- A. Consultant shall be paid (Amount) as mentioned in the attached exhibits.
- B. Consultant shall protect, defend, indemnify and hold harmless Client and its officers, directors, employees, representative, insurers, contractors and subcontractors (the "Indemnified Parties") from all liabilities, demands claims, suits and causes assessed in connection therewith.

REPORTING

- A. Consultant will be required to submit a final report to Harris County by the end of August 2020. The report shall include a written final evaluation/assessment of project and set of best practice recommendations for future Census planners and advocacy organizations; and suggestions on engagement plans to ensure hard-to-count communities are included in efforts similar to Census efforts.

COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the Services contemplated under this Agreement.

INDEPENDENT CONTRACTOR

Consultant is, and shall perform the Services under this Agreement as an independent contractor and shall not act as, nor be deemed an agent, employee or representative of the Client. Consultant has not authority to assume or create any commitment or obligation on behalf of the Client and bind it in any respect whatsoever without written agreement by all parties. Consultant shall not be entitled of any of the benefits Client's employees may be entitled to receive. Consultant assumes all risks and hazards encountered in the performance of this Agreement.

CONFIDENTIAL INFORMATION

Except as otherwise agreed to in writing by the Client, Consultant agrees to hold in strictest confidences and not divulge to others, both during and after the term of this Agreement, nor to make any use thereof except for the purposes set forth herein, any information obtained and deemed confidential by Client while performing under this Agreement.

OWNERSHIP OF INFORMATION AND MATERIALS

All specifications, notebooks, photographs, reports, findings, recommendations, data and memoranda of every description furnished to the Client or developed in the course of, or relating to, the Services rendered hereunder, shall be the property of the Client. Except, as specifically set forth in writing and signed by Client and Consultant, Client shall have all copyrights with respect to all materials developed under this Agreement.

ASSIGNMENT

Neither this Agreement, not any of its rights or obligations, may be assigned or otherwise transferred by Consultant. Any attempt to assign or transfer this Agreement or any of its rights or obligations without consent shall be null and void and of no force and effect.

COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same document.

APPLICABLE LAW

THIS AGREEMENT AND ALL CLAIMS ARISING HEREUNDER SHALL BE INTERPREETED AND GOVERNED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS.

ENTIRE AGREEMENT

The Agreement represents the entire understanding and agreement between the parties and superseded all prior agreements, written or otherwise. No addition to, or modification of this Agreement, or waiver of any provision of this Agreement, shall be binding on either party unless made in writing and executed by Consultant and a duly authorized officer of Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

EXECUTION OF THIS AGREEMENT SHALL SERVE AS AFFIRMATIVE ACKNOWLEDGEMENT AND ACCEPTANCE OF THE APPLICABLE LAW PROVISIONS CONTAINED HEREIN.

Client:

Consultant:

By: _____

By: _____

By: _____

By: _____

Exhibits Attached

EXHIBIT B

Request for Proposal for Job 19/0215

(follows behind)



HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.
19/0215

PROPOSAL FOR: 2020 Census Participation Initiative for Harris County

DUE DATE: Monday, July 15, 2019

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

RETURN PROPOSAL TO:
HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Patricia (Patty) Kenyon patty.kenyon@pur.hctx.net or 713 274-4420

Total Amount of Proposal: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? Yes No If yes, what % of employees: ____%

Print Name _____

Signature: _____

Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Revised 09/14

PAK/dlc

INTENT TO RESPOND

DATE: _____

TO: patty.kenyon@pur.hctx.net or fax to 713-755-6695

FROM: _____
Name and Phone Number

Company Name

Street Address

City, State, Zip

RE: Vendor's intent to respond to Job # 19/0215
2020 Census Participation Initiative for Harris County

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to patty.kenyon@pur.hctx.net or fax form to (713) 755-6695, prior to the deadline of this RFQ. Thank you.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 7. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - X g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - HIPAA Requirements**
 - X j. **Questionnaire**

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned proposal package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

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.
- One (1) original, clearly marked “ORIGINAL”, and seven (7) copies, clearly marked “COPY”, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover. One (1) flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the flash drive.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor’s name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- 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.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

RFP Cover Sheet

Table of Contents

Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e), and signed Addenda (when applicable; see Addenda under General Requirements) – 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 statement of the vendor’s understanding of the project, how vendor will provide required services and vendor’s relevant experience. Provide examples of past work with census strategy management experience, census messaging and marketing, community-based engagements or any other work relevant to this RFP.

Section II: Scope of Service/Narrative of Proposed Team and Services

- Describe vendor’s philosophy, approach(s) and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. 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.
- Identify vendor’s proposed project team to perform the required services. The resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Particular attention and appropriate evaluation credit

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

- Provide a detailed description of why vendor is best qualified to engage in the proposed activities/tasks.
- Each vendor will provide a Task sensitive projected timeline. Each Task being responded to must contain; a start to finish timeline, provide and explain the number of staff required to accomplish each tasks, best practice communication and reporting guidelines for each Task please refer to pages 18-20 of this RFP.

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 – See PRICING/DELIVERY INFORMATION page for instructions.

Section IV: Organizational Information/Qualifications

- Vendor's history, background and principal officers
- Company and project team organization chart
- Description of project team organization; names and resumes of team members
- Financial Statements or Attachment g
- Licenses/accreditations
- References (Attachment h)
- Copy of completed Certificate of Interested Parties Form 1295
- Provide examples of past experience developing programs or services that are described in the scope of work and by Task that the vendor is applying
- List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project
- Knowledge of the decennial census, its challenges and importance, particularly in Harris County
- High level of comfort working with relevant stakeholders, including public, private, nonprofit, elected officials, community groups, and others.
- Diversity, Equity, and Inclusion (DEI) – Vendors must have lived experience and/or deep understanding of the interconnection between diversity, equity, and inclusion, the historic and current policies and systemic barriers to achieving equity and experience identifying, implementing and evaluating strategies that advance DEI.
- Previous campaign management experience is a plus, including demonstrated experience developing communications and field strategies and tactics that successfully activate racially and ethnically diverse, limited English proficient communities, and geographically isolated or remote communities.
- For Task 1- **Census Campaign Strategy Management and Oversight**, vendors (s) must show at least three (3) years of experience creating strategies and campaign oversight for a successful public outreach campaign to reach populations like the easy, hard, and hardest-to-count populations. Preference for Census experience.
- For Task 2 – **Census Data – Analysis, Mapping, and Reporting**, vendor(s) must show at least five (5) years of experience generating, analyzing, and reporting of Census or population related data, including geo-coding and mapping of data and creating reports regarding demographic, socio-economic profiles, research of selected populations for targeting, and experience in developing statistical and predictive modeling in the service of campaign development at the individual or household level.
- For Task 3 – **Census Messaging and Marketing**, vendor(s) must show at least four (4) years of experience successfully leading large scale multi-level media and marketing campaigns, including experience with non-English speaking audiences.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

- For Task 4 – **Community-based Engagement**, vendor(s) must have experience in coalition-building and working with at least twenty (20) community-based organizations in Harris County to increase their capacity to self-advocate and engage their local population and neighborhood. The vendor must have a successful track record working on activities that increase community engagement or civic participation, such as community organizing, public education, outreach, advocacy, or canvassing. Vendors should also demonstrate established relationships with hard-to-count communities and demonstrated experience in identifying, recruiting, and working with trusted messengers and community leaders to reach priority populations.

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

Section VI: Questionnaire (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

Section VII: 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.

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.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

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 or vendor(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

1. Qualifications & Experience 30%

Vendor provides qualifications and experience of staff to be assigned to project. Vendor demonstrates ability to meet the qualifications and compliance requirements listed herein. Vendor demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of work similar to the one described in this RFP.

2. Capacity & Resources 20%

Vendor demonstrates staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the vendor. Vendor demonstrates understanding of scope of the project. Vendor demonstrates ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time. Firm demonstrates sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology 25%

Vendor describes how the services will be provided and how they will be supported. Vendor describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

4. Pricing 25%

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 one (1) vendor if it is in the best interest of Harris County. A vendor can seek to perform the duties of a single task or multiple

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

tasks. The County will select the vendor for each task with the best experience, qualification and proposed work to fit the county's census goals and tasks.

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.

REFERENCES

Vendor must provide a minimum of three (3) references as detailed in attachment h, or letters of reference from companies for whom vendor has provided similar services. Letters or references must include the following information:

- Organizational/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/ client would recommend vendor

Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h., References, will be cause for rejection of the response submitted. References from large government entities are preferred.

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.

PURCHASE ORDERS

Services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Once a purchase order is issued, the using department will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and orders only from those persons having authority to place an order.

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.

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

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement. All invoices must be sent via:

VENDORINVOICES@HCTX.NET

Or mailed to:

Harris County Auditor's Office c/o Accounts Payable
1001 Preston, 8th Floor
Houston, Texas 77002

SUBCONTRACTING

In the event the vendor includes utilization of a third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide qualification and experience information for the third-party contractor or joint venture member. Provide documentation of joint venture agreement.

SPECIFICATIONS

2020 Census Participation Initiative for Harris County

SCOPE

Harris County is seeking qualified vendors with experience, capabilities, and qualified available staff to oversee and perform a 2020 census participation initiative for Harris County. Vendors can be consultants, universities, research institutions and/or other entities that meet the outlined requirements.

It is the responsibility of each vendor to examine the entire RFP, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Patty Kenyon, Office of the Harris County Purchasing Agent, via email to patty.kenyon@pur.hctx.net. The deadline for submission of questions relating to this RFP is **12:00 p.m. CST on July 1, 2019**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all vendors. The County will not be bound by any information conveyed verbally.

BACKGROUND

As the third largest County in the United States of America (U.S.), Harris County has an estimated population of 4,698,619 persons (U.S. Census, July 1, 2018 estimates). Over a quarter of our population are youth under 18 years of age and the county is majority minority. Within the boundaries of Harris County are 34 cities, including the fourth-largest city in the U.S., the City of Houston.

The U.S. Census Bureau is required by Federal law to conduct a decennial count of every resident in the U.S. Data collected in the Census is the way that America measures population growth and change. Local areas rely on our statistics for planning where to build new schools and roads. Businesses use our data to track economic and demographic trends. And each year, the federal government distributes more than \$400 billion to states and communities based on Census Bureau data. The 2020 Census will provide critical information that empowers the more than 4.6 million people and over 95,000 businesses with paid employees in communities across Harris County and across the country.

The success of the 2020 Census will rely on convincing residents to complete the census questionnaire, particularly those residents who are considered hard-to-count. These include seniors, persons with disabilities, minorities, Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), low-income households, those with limited English proficiency, immigrants, homeless, highly mobile persons, and young children. The census finds Harris County has one of the highest hard-to-count, just over twenty-three (23) percent. An undercount will equate to a loss of Federal funding. Even only a 1 percent undercount will equal an approximate loss of \$52 million per year. To ensure a complete and accurate census count, Harris County must engage the entire community, including the hard-to-count populations across the county.

REQUIREMENTS

Harris County seeks to achieve the maximum outreach and response possible for the 2020 Census by aggressively targeting all populations, especially those who are hard-to-count. The County's goals are to:

- Improve upon the response rate from 2010 Census for the County and surpass the national average in 2020 Census
- Educate residents on the new online digital format for 2020 Census
- Identify easy, hard, and hardest-to count-communities and populations and report by County Precinct
- Improve overall accuracy to reduce undercount, particularly for those hard and hardest-to-count by prioritizing:
 - Hard-to-count geographic areas in the County
 - Historically undercounted populations
 - Groups with socio-economic factors correlated to low self-response rates
 - Households and individuals with no computer or inadequate Internet access

SPECIFICATIONS-CONTINUED

- Work with City of Houston's Census Engagement Initiative to coordinate Census activities and message
- Work with volunteer organizations on Complete Count Committee (CCC) Co-chaired by the City of Houston Mayor and Harris County Judge
- Raise support from community leaders, business committee, and the public for the Census
 - Establish creative partnerships within communities
 - Collaborate with local media
 - Identify outreach opportunities
 - Recruit volunteers from diverse backgrounds for strategy development and community outreach,
 - Collaborate with the U.S. Census Bureau
 - Create field plan for targeting hard-and hardest-to count populations

In addition, Harris County is seeking to improve upon its census response rate of just over seventy-six (76) percent from the 2010 Census by procuring vendor(s) who can successfully manage a census campaign engaging all residents of Harris County, particularly those hard-to-count. The County envisions four (4) tasks for a successful campaign as detailed in the following:

Task 1 – Census Campaign Strategy Management and Oversight – The work under this task will result in a comprehensive strategic plan for the County's overall census campaign, as well as oversight over the implementation of this plan, once developed. The vendor shall:

- a. Plan and develop the County's census strategies, which are informed by data generated under Task 2, and oversee the implementation to achieve the County's census goals. Strategies will be connected with the specific target populations and their specific characteristics in order to successfully achieve the County's census goals,
- b. Build on past public outreach campaign, and best practices, and evaluate implemented activities. The vendor shall propose adjustments to the overall plan and activities to successfully increase response rates for easy, hard and hardest-to-count populations throughout the campaign. As part of this ongoing evaluation and adjustment work, the vendor will incorporate the data published by the census on response rates by census tract and block group,
- c. Collaborate with the County and various census programs, projects, and services, particularly those listed in this scope of work, to ensure that activities and goals are aligned with established priorities,
- d. Ensure that activities are not duplicative of other Federal, State or local efforts,
- e. Provide strategic insight to identify relationship-building opportunities that promote the census.

Task 2 – Census Data – Analysis, Mapping, and Reporting – The work under this task will result in actionable data, mapping, modeling, and tools (including data warehousing) that allow messaging and community engagement for census outreach to be as effective as possible. Actions should inform the strategies developed under Task 1 and respond to requests from the Task 1 vendor and county to comply with plan adjustments. The vendor shall:

- a. Generate and analyze factual census data for use in campaign development and messaging,
- b. Obtain, organize, and analyze data that is countywide and by Harris County Commissioner Precincts' of easy, hard and hardest-to-count populations and communities, visualized through maps and other products that provide demographic, socio-economic profiles, and research of selected populations for campaign development (Task 3),
- c. Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data,
- d. Create statistical and predictive modeling and index scores, targeted to the individual or household level, to inform engagement strategies and marketing,
- e. Work with County to geo-code the targeted areas and outreach activity locations (as implemented in Tasks 3 and 4),
- f. Report on the final results of the census and the County's goal to increase response rates.

SPECIFICATIONS-CONTINUED

Task 3 – Census Messaging and Marketing – The work under this task will result in the development of effective messaging and tools that will successfully encourage County residents, and the hard-to-count residents, in particular, to respond to the census. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall provide:

- a. A multi-level campaign that will reach residents of Harris County of all socio-economic levels and convince them to complete the census forms within the time required by the U.S. Census Bureau. This includes non-English media.
- b. Develop the County's census campaign in conjunction with strategies developed under Task 1, including the concept, creation, and execution of campaigns and promotions regarding the Census.
- c. A focused campaign targeting the hard and hardest-to-count populations identified under Task 2 Census Data. Messaging should be developed taking into consideration specific populations with different language, access, and cultural needs. For those populations that are easiest to count, vendor should support U.S. Census Bureau media releases.
- d. Generate opportunities and messages (including non-English) for the members of Commissioners Court to discuss the census on local programming (radio and television) and through digital media.
- e. Ensure messaging and resources are developed and provided for persons with disabilities to participate in the census.
- f. Coordinate with the U.S. Census Bureau to verify and ensure appropriate placement of media and advertising campaign material via mass distribution at festivals, large community events, and sporting events.
- g. Implement County's census campaign through media, digital media, and other outreach/marketing practices.
- h. Generate collaborative partnerships with media, including local non-English media sources, to promote Harris County's census campaign.
- i. Work with the County/City CCC to identify and implement census outreach opportunities and strategies,
- j. Develop and provide for distribution media resources (flyers, posters, booths, etc.) including use of U.S. Census Bureau materials for public spaces, local community events, and block walks,
- k. Provide staffing as needed for census events and activities,
- l. Provide training models and trainers on census message delivery and outreach for county employees, CCC, and community volunteers who will be working community events and canvassing, and
- m. Create and maintain a calendar of events, trainings, and outreach and report to County.

Task 4 – Community-based engagement – This work under this task will result in the successful recruitment, training, and participation of local community-based organizations, non-profits, and service providers to convince all residents to complete the census forms within the time required by the U.S. Census Bureau. This work will prioritize engagement with hard-and hardest-to-count communities. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall:

- a. Implement best practices on community engagement that can be utilized by volunteers and the County,
- b. Provide strategic insight to identify relationship-building opportunities at the community and local level that promote the census,
- c. Collaborate with the CCC and other organizations to identify target-audience community volunteers for census activities,
- d. Create or manage a web-based information system/platform for community-based organizations, non-profits, service providers and governmental entity to exchange information, data, and tasks including use of data tools and warehouse in Task 2.
- e. Recruit volunteers and host trainings on census outreach (See Task 3),

SPECIFICATIONS-CONTINUED

- f. Manage communications, community, and grassroots engagement activities in targeted communities based on information from Task 2 - Census Data and other data inputs,
- g. Host events in local areas to promote the census,
- h. Participate in scheduled community activities to rally support for the Census.
- i. Organize door-to-door block walks and canvassing in hard and hardest-to-count communities.
- j. Work with local organizations serving the homeless by contributing to the planning of the homeless count.

Cross-cutting work requirements for all Four Tasks

- a. The vendor will be required to work closely and coordinate with the City of Houston's Census Engagement Initiative. This may include sharing data, tools, and other materials to effectively deploy census outreach resources throughout the region.
- b. The vendor will be required to perform monitoring and evaluation of their activities, both to improve the County's census campaign for the 2020 Census, and to provide lessons learned for the County's future census outreach campaigns. This may include: trainings and presentations sharing best practices and findings that support future civic engagement
- c. Efforts; planning for future Census work; written final evaluation/assessment of project and set of best practice recommendations for future Census and similar efforts; a set of tools, templates, other materials that can be shared with future Census planners and advocacy organizations; and suggestions on engagement plans to ensure hard-to-count communities are included in efforts similar to Census efforts, such as redistricting.

The selected vendor(s) shall provide a timeline by each task and deliverable described in the scope of work for which they are proposing services and include in Section II of vendor's response to this RFP. Note that the identification of target populations by the Task 2, vendor should be accomplished as soon as practical from contract execution. Census outreach activities for all vendors should continue until June 30, 2020 as the U.S. Census non-response follow-up is in operation. Successful vendors shall perform evaluation requirements, as described above, due to the County by August 30, 2020.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must complete the open lines provided below. Proposals must delineate fixed prices. The task price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.

If there is no space to provide the following information, on a separate page provide an itemized budget by each task as described in the scope of work and that the vendor is applying and a detailed explanation for all costs associated with providing the requested services. The additional pricing information must adhere to the cost breakdown below. Please note, if the required items are not completed, the proposal may be considered non-responsive and may not be considered for an award.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Total Price</u>
A	Task 1 – Census Campaign Strategy Management and Oversight	Lump Sum	\$ _____
B	Task 2 – Census Data – Analysis, Mapping, and Reporting	Lump Sum	\$ _____
C	Task 3 – Census Messaging and Marketing	Lump Sum	\$ _____
D	Task 4 – Community-based engagement	Lump Sum	\$ _____
Grand Total			\$ _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. Property: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No. *</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Harris County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. Harris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. Residence Certification - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Workers Compensation**, as required by the laws of Texas, and **Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Revised 8/2017

FINANCIAL STATEMENT

Condition of vendor at close of business Month, _____, 2019

ASSETS

1.	Cash on hand		\$ _____	
	In Bank		\$ _____	
	Elsewhere		\$ _____	\$ _____
2.	Accounts receivable from completed contracts (Exclusive of claims not approved for payment)			_____
3.	Accounts receivable from other sources than above			_____
4.	Amounts earned on uncompleted contracts (Not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)			_____
5.	Deposits for bids or other guarantees			_____
6.	Notes receivable	Past due	\$ _____	
		Due 90 days	\$ _____	
		Due Later	\$ _____	
7.	Interest earned			_____
8.	Real Estate			
	Business Property, Present value		\$ _____	
	Other property		\$ _____	_____
9.	Stocks and Bonds		\$ _____	
	Listed on exchange		\$ _____	
	Unlisted		\$ _____	_____
10.	Equipment, machinery, fixtures		\$ _____	
	Less Depreciation		\$ _____	_____
11.	Other Assets			_____
			TOTAL ASSETS	\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$ _____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	TOTAL LIABILITIES		\$ _____

In addition, please include and annual reports covering the two (2) most recent fiscal years, or any other documents that will allow Harris County to assess the financial viability of the vendor.

REFERENCES

Vendor should provide at least three (3) references for each Task. Please refer to page 15 of this RFP for additional instructions.

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Attachment j. Questionnaire (4 pages)

(For prospective vendors downloading this RFP from Harris County BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the Questionnaire may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

QUESTIONNAIRE

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 1/2 x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE - If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENERAL QUESTIONS		Yes	No	Response/Comments
1	Present Company Name			
2	Location of company headquarters			
3	Primary Houston address			
4	Owner(s)			
5	Form of Business			
	Corporation			
	Partnership			
	Sole Proprietary			
6	Principal office location			
7	To be completed by Corporations			
	Date Incorporated			
	Under the laws of what state			
	Provide a COMPLETE list of officers			
	Executive Officer			
8	To be completed by Partnerships			
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			
	Provide a COMPLETE list of all local branch offices.			
9	To be completed by all vendors. Minority/Women Business Enterprise (M/WBE) or Historically Underutilized Business (HUB)			
	Does responding vendor qualify as M/WBE?			
	Does responding vendor qualify as HUB?			
	Vendor must provide backup certifications of M/WBE or HUB verification.			
	Does vendor intend to utilize sub-contractor?			
	If so, does sub -contractor qualify as M/WBE?			

GENERAL QUESTIONS		Yes	No	Response/Comments
	If so, does sub-contractor qualify as HUB?			
	If neither the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of the company ownership in prime or sub-contractor by either minorities and/or women.			
	If neither of the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of employees that are either minorities and/or women.			
10	Submitted by (name of person submitting questionnaire)			
11	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
12	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
13	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence.			
14	Has company conducted business with Harris County in the last twenty-four (24) months? If yes, provide details.			
15	Does your company understand that due to processing procedures for Harris County, there may be up to a forty-five (45) day delay from the date the invoice is received by the using department and the Harris County's Auditor's Office before payment is available and that no consideration for special handling will be made?			
16	Provide the name of the representative to be assigned to handling all Harris County needs, facilitating communication and ensuring quality of services.			
	Telephone Number (must be a local or toll free)			
	After hours contact information			
	Fax number (must be local or toll free)			
	Email address			
17	Vendor may subcontract parts of the services awarded on this contract to another firm but must first acquire Harris County approval prior to subcontracting. A awarded vendor will be responsible for maintaining all insurance requirements for any/all subcontractors. Identify if vendor plans to subcontract any portion of this solicitation, what parts will be subcontracted, and the subcontractor expected to provide the services. If yes, the vendor shall be required to obtain a payment bond. The County will provide the bond documents to be executed.			

GENERAL QUESTIONS		Yes	No
18	If your company does not have an office in Houston, please explain how your company will provide services should Harris County decide to award to your company?		
LITIGATION AND/OR COMPLAINTS DISCLOSURE			
19	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?	Yes	No
20	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Harris Health System or any other federal, state or local government, or private entity?		
21	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Harris Health System or any other federal, state or local government, or private entity during the last ten (10) years?		
22	Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.		
23	Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.		
24	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.		

QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION COMPLETED AND RETURNED.

State of: _____

County of: _____ being duly sworn, deposes and says that he is _____ of _____

(Name) _____ (Title)

(Company) _____

and that the answers to the foregoing questions on the attached forms and all

statements therein are true and correct: that the experience record and the schedule of services are made a part of this affidavit as though written in full herein, and all statements and questions given in the above-mentioned experience record and schedule of services are true and correct.

Signed: _____

Sworn to before me this ____ day of _____ A.D. 20 ____

NOTARY PUBLIC _____

My commission expires: _____



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

July 10, 2019

TO: ALL VENDORS

RE: Job No. 19/0215

DUE DATE: July 15, 2019 no later than 2:00 p.m. local time, Houston, TX

All vendors are required to sign and attach a copy of this addendum with each response for 2020 Census Participation Initiative for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 1

The following is to clarify requirements and answer vendor questions:

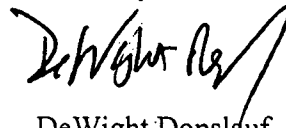
1. May firms that are submitting as a part of a larger team (that collectively addresses all tasks outlined in the scope) also submit individually for a specific task? **Yes.**
2. In the case of a proposal that collectively addresses all the tasks, does the firm leading "Task 1 - Census Campaign Strategy Management" have to be the prime on the contract? **No, but proposal should show how the Task 1 provider will lead the strategy that the other vendors, including prime, will follow and how this might affect the prime.**
3. RFP, page 11 of 27, "Vendor Instructions", "One flash drive containing the complete response in Word/Excel format is requested." Can the entire response be saved on the flash drive in pdf format? Or must the response be saved in Word, and the "Questionnaire — Attachment g" in Excel format? **As stated in the Request for Proposal (RFP) and within your question, the entire response must be saved on the flash drive in Word and Excel.**
4. Is there a page limit for the overall RFP submission or for any of its parts? **No.**
5. RFP, Page 23 of 27, Minimum Insurance Requirements — Attachment e, under Commercial General Liability, you request Products/Completed operations coverage. This is more common for manufacturing of products or goods, since this is more of a professional services project, can you confirm if this particular coverage is still required for the services requested? **All requirements listed within attachment e., Minimum Insurance Requirements, are required for this RFP.**
6. RFP, page 11 of 27, Section II, third bullet point states, "Identify vendor's proposed project team to perform the required services." The resumes shall include academic qualification,

professional experience, and professional license if applicable, with supporting documents. May we submit bios of each project team member or do we need to submit conventional resumes? These bios would include professional experience, highlighting previous clients/brands, projects, certifications, academic background, etc.? **Team member biographies will be acceptable.**

7. RFP, page 12 of 27, Section IV, third bullet, asks for resumes as well "Description of project team organization; names and resumes of team members", and in the same section, six bullets below, it also states, "List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project." Shall we include the staff's individual bios in Section II, in the "Scope of Service / Narrative of Proposed Team and Services" section or do you prefer they go in Section IV, along with the company and project team's organization chart or the vendor's qualifications and experience? **Place the staff's individual biographies in Section II.**
8. RFP, page 12 of 27, Section IV, where you ask for vendor's experience in each of the four (4) tasks of this project, can we use the same examples if a campaign pertains to more than one of the four (4) tasks? For example, if we have created the strategy and managed the campaign oversight for a successful public outreach campaign to reach populations like the easy, hard and hardest-to-count populations, as required on Task 1, and this same campaign also successfully led to a large-scale marketing campaign for non-English speaking audiences, can this example be included for Tasks 1 and 3? **Yes.**
9. RFP, page 16 of 27, "Subcontracting", do we need to provide references for our subcontractors/partners? Do we need any additional documentation/forms showing our intent to engage with a particular subcontractor for this project? **Yes, the subcontractor must be listed and references provided for each task they will provide.**
10. Are there any budget parameters/limits per Tasks one (1) through four (4)? **Proposers are required to provide budget information for each task for which services are proposed.**
11. Shall vendors provide staffing details by Tasks one (1) through four (4)? (i.e. number of employees, positions, etc.). **Responding vendors must provide staffing details by each task for which services are proposed.**
12. Since there was no pre-bid conference, will a list of the vendors that have completed an Intent to Respond form be provided? **No, the Intent to Respond form is requested but not a required. As such, it is of no benefit to responding vendors.**
13. Would non-profit entities be allowed to submit a proposal? Are there any parameters? **Non-profit vendors are allowed to respond. All required parameters are detailed within the RFP.**

14. Can vendors currently engaged on other Census initiatives at the Federal or City level be allowed to participate? Any parameters or specific expectations? **Any vendor wishing to participate is welcome to respond. All parameters and specifications are listed within the RFP.**

Sincerely,



DeWight Dopslauf
Purchasing Agent

PAK
sm PAK/dlc

Vendor's Signature

For

Company Name

EXHIBIT C

Scope of Work
(follows behind)

Houston in Action Schedule of Work for Task 4 of Job 19/0215

Task	10/19	11/19	12/19	1/20	2/20	3/20	4/20	5/20	6/20	7/20	8/20
Activity											
Develop tools and materials to support training and implementation of best practices on community engagement											
Share tools and materials to support training and implementation of best practices on community engagement											
Build plan based on data provided by data vendor for identifying relationship building opportunities at the local level that promote census											
Identify and build relationship at the community and local level that promote the census											
Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor (Dec to June)											
Identify target-audience with data vendor for community volunteer efforts. Build plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience.											
Build plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.											
Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.											
Build web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.											
Build data and reporting system to share and monitor community engagement progress											
Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.											
Maintain data and reporting system to share and monitor community engagement progress.											
Build volunteer recruitment, training and deployment plan to support census outreach											
Implement volunteer recruitment, training and deployment plan to support census outreach											
Gather data and communications materials and information from marketing and data vendor to inform and build plan for communications, community and grassroots engagement activities											
Manage communications, community, and grassroots engagement activities in targeted communities.											
Host event in priority areas throughout Harris County											
Participate in schedules community activities to rally support for the census											
Gather data from data vendor that demonstrates the geographic and demographic priorities for door to door activities and canvassing											
Build canvassing plan based on data											
Recruit and train first team of canvassers											

EXHIBIT D

Schedule of Values and BAFO

(follows behind)

Houston in Action
 Schedule of Value for Task 4 of Job 19/0215

Timeline	Monthly Activities	Amount Billable
Oct. 2019	a. Develop tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Build plan based on data provided by data vendor for identifying relationship building opportunities at the local level that promote census	\$ 2,000.00
	c. Identify target audience with data vendor for community volunteer efforts. Build plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience.	\$ 2,000.00
	d. Build web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 3,500.00
	e. Build data and reporting system to share and monitor community engagement progress	\$ 1,625.00
	f. Build volunteer recruitment, training and deployment plan to support census outreach	\$ 11,064.00
	g. Gather data and communications materials and information from marketing and data vendor to inform and build plan for communications, community and grassroots engagement activities	\$ 6,409.09
	h. Host events in priority areas throughout Harris County	\$ 14,602.00
	i. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	j. Gather data from data vendor that demonstrates the geographic and demographic priorities for door to door activities and canvassing	\$ 3,250.00
	k. Build canvassing plan based on data	\$ 3,250.00
	l. Work with local organizations service the homeless by contributing to the planning of the homeless count.	\$ 500.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 76,247.31
Nov. 2019	a. Develop tools and materials to support training and implementation of best practices on community engagement	\$ 1,750.00
	b. Share tools and materials to support training and implementation of best practices on community engagement	\$ 1,750.00
	c. Identify and build relationship at the community and local level that promote the census	\$ 3,300.00
	d. Build plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	e. Build web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 3,500.00
	f. Build data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	g. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 30,426.00
	h. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	i. Host events in priority areas throughout Harris County	\$ 14,602.00
	j. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	k. Recruit and train first team of canvassers	\$ 18,333.33
	l. Work with local organizations service the homeless by contributing to the planning of the homeless count.	\$ 500.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 108,737.64
Dec. 2019	a. Share tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	c. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	d. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	e. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	f. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	g. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 13,830.00
	h. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	i. Host events in priority areas throughout Harris County	\$ 14,602.00
	j. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	k. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 48,063.00
	l. Recruitment, training of remaining canvassing teams	\$ 500.00
	m. Work with local organizations service the homeless by contributing to the planning of the homeless count.	\$ 500.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
Total	\$ 120,371.31	
Jan. 2020	a. Share tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	c. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	d. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	e. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	f. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	g. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 18,440.00
	h. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	i. Host events in priority areas throughout Harris County	\$ 14,602.00
	j. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	k. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 116,513.00
	l. Work with local organizations service the homeless by contributing to the planning of the homeless count.	\$ 500.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 193,431.31
Feb. 2020	a. Share tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	c. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	d. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	e. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	f. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	g. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 4,610.00
	h. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	i. Host events in priority areas throughout Harris County	\$ 14,602.00
	j. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	k. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 107,179.00
	l. Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 169,767.31
	Mar. 2020	a. Share tools and materials to support training and implementation of best practices on community engagement
b. Identify and build relationship at the community and local level that promote census		\$ 1,650.00
c. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor		\$ 1,650.00
d. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.		\$ 2,000.00
e. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.		\$ 2,000.00
f. Maintain data and reporting system to share and monitor community engagement progress.		\$ 1,625.00
g. Implement volunteer recruitment and training plan to support census outreach	\$ 4,610.00	

	f. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	g. Host events in priority areas throughout Harris County	\$ 14,602.00
	h. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	i. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 107,179.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 169,767.31
Apr. 2020	a. Share tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	b. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	c. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	d. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	d. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	e. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 4,610.00
	f. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	g. Host events in priority areas throughout Harris County	\$ 14,602.00
	h. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	i. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 107,179.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 169,767.31
May, 2020	a. Share tools and materials to support training and implementation of best practices on community engagement	\$ 3,500.00
	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	b. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	c. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	d. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	d. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	e. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 4,610.00
	f. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	g. Host events in priority areas throughout Harris County	\$ 14,602.00
	h. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	i. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 60,139.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 122,717.31
Jun. 2020	b. Identify and build relationship at the community and local level that promote census	\$ 1,650.00
	b. Education, recruitment of institutions and training of organizations with relationship with priority communities as identified by the data vendor	\$ 1,650.00
	c. Implement plan and tools to recruit, train and deploy community volunteers to support community engagement efforts reaching target audience through collaboration with CCC and other organizations.	\$ 2,000.00
	d. Maintain web-based place for information sharing for community based organizations, non-profits, service providers and government agencies to exchange information.	\$ 2,000.00
	d. Maintain data and reporting system to share and monitor community engagement progress.	\$ 1,625.00
	e. Implement volunteer recruitment, training and deployment plan to support census outreach	\$ 4,610.00
	f. Manage communications, community, and grassroots engagement activities in targeted communities.	\$ 6,409.09
	g. Host events in priority areas throughout Harris County	\$ 14,602.00
	h. Participate in scheduled community activities to rally support for the census	\$ 14,602.00
	i. Door-to-door and canvassing in priority areas begins. Analysis of progress and adjustments made.	\$ 60,139.00
	Evaluation	\$ 2,000.00
	Project Administration	\$ 7,940.22
	Total	\$ 119,257.31
Jul. 2020	Evaluation, report of work performed, lessons learned, best practices and recommendations for future projects	\$ 2,000.00
	Project Administration	\$ 7,940.92
	Total	\$ 9,940.92
Aug. 2020	Final 10%, project administration and final report	\$ 140,000.00
Budget Total		\$ 1,400,000.00

Houston in Action BAFO*

Task 4 of Harris County Job 19/0215

September 3, 2019

EXPENSES

Task 4a. Best Practices	AMOUNT	BAFO
Personnel	\$28,000.00	\$ 28,000.00
Total	\$28,000.00	\$ 28,000.00

Task 4b. Identify and Build Relationships	AMOUNT	BAFO
Personnel	\$28,400.00	\$ 28,400.00
Total	\$28,400.00	\$ 28,400.00

Task 4c. Collaborate with CCC	AMOUNT	BAFO
Personnel	\$18,000.00	\$ 18,000.00
Total	\$18,000.00	\$ 18,000.00

Task 4d. Web-based Information/System Platform	AMOUNT	BAFO
Personnel	\$35,625.00	\$ 35,625.00
Total	\$35,625.00	\$ 35,625.00

Task 4e. Volunteer Recruitment, Training	AMOUNT	BAFO
Personnel	\$66,350.00	\$ 66,350.00
Program/Event	\$12,500.00	\$ 12,500.00

Training	\$2,500.00	\$	2,500.00
Travel	\$5,000.00	\$	5,000.00
Administrative Support	\$10,500.00	\$	10,500.00
Total	\$96,850.00	\$	96,850.00

Task 4f. Manage Communications, Community Engagement			
	AMOUNT	BAFO	
Personnel	\$57,681.72	\$	57,681.72
Total	\$57,681.72	\$	57,681.72

Task 4g. Host Events			
	AMOUNT	BAFO	
Personnel	\$69,938.00	\$	69,938.00
Program/Event	\$42,668.00	\$	42,668.00
Training	\$6,000.00	\$	6,000.00
Travel / Administrative Support	\$12,812.00	\$	12,812.00
Total	\$131,418.00	\$	131,418.00

Task 4h. Participate in Scheduled Activities			
	AMOUNT	BAFO	
Personnel	\$69,938.00	\$	69,938.00
Program/Event	\$42,668.00	\$	42,668.00
Training	\$6,000.00	\$	6,000.00
Travel / Administrative Support	\$12,812.00	\$	12,812.00
Total	\$131,418.00	\$	131,418.00

Task 4i. Door-to-Door Block Walks and Canvassing			
	AMOUNT	BAFO	

Personnel	\$475,900.00	\$	475,900.00
Training	\$28,000.00	\$	28,000.00
Water/Snacks/Hats/Shirts	\$17,250.00	\$	17,250.00
Technology	\$36,415.00	\$	36,415.00
Benefits	\$20,000.00	\$	20,000.00
Office	\$18,000.00	\$	18,000.00
Travel/Mileage	\$35,640.00	\$	35,640.00
Total	\$631,205.00	\$	631,205.00

Task 4j. Homeless Count	AMOUNT	BAFO
Personnel	\$2,000.00	\$ 2,000.00
Total	\$2,000.00	\$ 2,000.00

Evaluation and Final Report	AMOUNT	BAFO
Personnel	\$20,000.00	\$ 20,000.00
Total	\$20,000.00	\$ 20,000.00

Project Administration	AMOUNT	BAFO
Administrative Support	\$193,139.00	\$ 193,139.00
Office Expenses	\$26,263.28	\$ 26,263.28
Total	\$219,402.28	\$ 219,402.28

EXPENSES	TOTALS	BAFO
Task 4a. Best Practices	\$28,000.00	\$ 28,000.00

Task 4b. Identify and Build Relationships	\$28,400.00	\$	28,400.00
Task 4c. Collaborate with CCC	\$18,000.00	\$	18,000.00
Task 4d. Web-based Information/System Platform	\$35,625.00	\$	35,625.00
Task 4e. Volunteer Recruitment, Training	\$96,850.00	\$	96,850.00
Task 4f. Manage Communications, Community Engagement	\$57,681.72	\$	57,681.72
Task 4g. Host Events	\$131,418.00	\$	131,418.00
Task 4h. Participate in Scheduled Activities	\$131,418.00	\$	131,418.00
Task 4i. Door-to-Door Block Walks and Canvassing	\$631,205.00	\$	631,205.00
Task 4j. Homeless Count	\$2,000.00	\$	2,000.00
Evaluation and Final Report	\$20,000.00	\$	20,000.00
Project Administration	\$219,402.28	\$	219,402.28
Total	\$1,400,000.00	\$	1,400,000.00

*This document was prepared in response to discussion with Harris County on August 27, 2019 and includes reductions to services that represent a significant update to the original response to RFP Job No. 19-0215.

n

EXHIBIT E

Certificate of Acord

(follows behind)

EXHIBIT F

Form 1295

(follows behind)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Houston in Action
Houston , TX United States

Certificate Number:
2019-539732

Date Filed:
09/13/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Job No. 19/0215
2020 Census Participation Initiative for Harris County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goswami, Meghna	Houston , TX United States	X	
	Hove, Rebecca	Houston , TX United States	X	
	Wizig-Barrios, Renee	Houston , TX United States	X	

5 Check only if there is NO Interested Party.

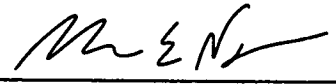
6 UNSWORN DECLARATION

My name is Frances E. Valdez, and my date of birth is June 7, 1979

My address is 515 Post Oak Blvd., Suite 1000, Houston, TX, 77027, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13 day of September, 2019
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ORDER OF COMMISSIONERS COURT
 Authorizing execution of addendum to agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ___ day of OCT 29 2019, 2019 with all members present except NONE.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF ADDENDUM TO AGREEMENT
 BETWEEN HARRIS COUNTY AND HOUSTON IN ACTION**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an Addendum to Agreement between Harris County and Houston in Action; for community-based engagement services to support Harris County's 2020 Census Participation Initiative; for a not to exceed amount of One Million Four Hundred Thousand and No/Dollars (\$1,400,000.00); commencing upon approval by Commissioners Court and going until anticipated completion of performance by August 31, 2020; said Addendum to Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

OCT 29 2019

APPROVE ELG
 Recorded Vol 317 Page 512

20.C.9.K



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

October 18, 2019

Vote of the Court:

Commissioners Court
Harris County, Texas

RE: Job No. 190268

Members of Commissioners Court:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please approve the following award on the basis of best proposal meeting requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: 2020 Census Project Manager for Harris County

Proposals Received: Two (2) on September 9, 2019 (see attached)

Vendors: Outreach Strategists LLC

Amount: See confidential attachment

Evaluated by: X Evaluation Committee X Harris County Purchasing

A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

PAK/dlc
Attachments
cc: Community Services Department
County Judge's Office
Precincts 1 - 4
Vendors w/o attachments

Presented to Commissioners Court

OCT 29 2019

APPROVE ELG
Recorded Vol 317 Page 506-507

US - org ltr + 1 org agmt
Por - copy ltr + 2 org agmts

FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 29, 2019

Rec'd 3 org agmts

CONFIDENTIAL UNTIL APPROVED BY COMMISSIONERS COURT

Request for Proposal for 2020 Census Project Manager for Harris County

Two (2) proposals were received as follows:

Vendors

Outreach Strategists LLC
Houston in Action

Price

\$475,130*
\$659,200

*Best and Final Offer

Evaluation Information

The Evaluation Committee consisted of representatives from the Harris County Community Services Department, County Judge's Office, Precincts 1 - 4, and a representative from the Office of the Harris County Purchasing Agent. Upon careful evaluation of the proposals, vendor presentations and best and final offer, the Evaluation Committee selected Outreach Strategists LLC on the basis of best proposal meeting the needs and requirements of Harris County.

Outreach Strategists LLC received the highest overall evaluation score and is considered the best proposal due to their extensive experience with issue-based campaigning and managing large scale campaigns. In addition, they have ample staff to fulfill the tasks stated in the RFP, their methodology was clear and has been utilized in other campaigns with great success. They also will have daily call meetings and weekly in-person meetings to determine status and overcome barriers.

Houston in Action was eliminated due to limited experience with issue-based campaigning.

Amount

\$475,130

This project was developed and issued as a Request for Proposal, and as such it is requested that the evaluation and cost information remain confidential until Commissioners Court approves the award and Agreement is executed. At that time, all responses may become available for public review under the "Public Information Act".

**AGREEMENT BETWEEN HARRIS COUNTY
AND OUTREACH STRATEGISTS LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Community Services Department (the "Department" or "CSD"), and Outreach Strategists LLC ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES AND CONTRACTOR'S RESPONSIBILITIES

- A) Contractor agrees to furnish 2020 Census Project Manager services in accordance with Harris County's Request for Proposal ("RFP") for Job 19/0268 (the "Services"), attached hereto as Exhibit A. For having rendered such services, the County agrees to pay the Contractor compensation as stated in the sections to follow.
- B) Contractor shall assist the County in managing the overall campaign strategy and oversee the work and direction of the County's other vendors involved in the 2020 Census Participation Initiative.
- C) In accordance with the RFP, Contractor will be required to work closely and coordinate with the City of Houston's Census Engagement Initiative.
- D) Contractor will collaborate with the County and various census programs, projects, and services, particularly those listed in the RFP, to ensure that activities and goals are aligned with established priorities. This includes the coordination and ensuring of effective communications between vendors providing the data, marketing, communication vendors, the Complete Count Committee (CCC), and the City of Houston's Census Engagement Initiative. It also includes effective task management of the data, marketing, and communication vendors.
- E) Contractor will provide strategic insight to identify relationship-building opportunities that promote the census and will provide all other services in accordance with the RFP.
- F) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing.

- G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- I) Contractor's designated representative shall be authorized to act on the Contractor's behalf with respect to the performance of Services.
- J) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers'

compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.
- G) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

3) **TIME FOR PERFORMANCE**

The term shall begin upon approval by Commissioners Court. Contractor shall provide final report and recommendations to the County, as outlined in the RFP, by August 30, 2020. Performance will be complete upon final approval and payment by the County.

4) **CONTRACTOR'S COMPENSATION**

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according to the BAFO and Pricing Sheet, attached hereto as Exhibit B. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.
- D) All work is subject to approval by the County.

5) TERMS OF PAYMENT

- A) County shall pay contractor monthly. Contractor shall submit to the Harris County Auditor a sworn invoice for Services rendered during that month to Harris County Auditor, 1001 Preston, 8th Floor, Houston, Texas 77002 or emailed to: VENDORINVOICES@HCTX.NET. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Four Hundred Seventy-Five Thousand One Hundred Thirty and No/Dollars (\$475,130.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking

any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) The County may terminate this Agreement at any time by providing notice in writing to the Contractor.
- B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the "Documents") developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

- G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) **NOTICE**

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Outreach Strategists LLC
2727 Allen Parkway Suite 1300
Houston, TX 77019
Attn: Mustafa Tameez

To the County: Harris County Community Services Department
8410 Lantern Point Drive
Houston, TX 77054
Attn: Christy Lambright

Copy To: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002
Attn: Patty Kenyon

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

10) **COMPLIANCE AND STANDARDS**

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- G) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from

the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

- H) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- I) No Federal Exclusion: Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- K) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform

its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.

- L) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov’t Code Ann. § 2252.908 concerning “Interested Parties,” attached hereto as Exhibit C and incorporated herein by reference. Contractor warrants and represents that all the information on the form is complete and accurate.
- M) In accordance with Tex. Gov’t Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

11) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

12) INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

THE REQUIREMENTS OF THIS ARTICLE EXIST INDEPENDENTLY OF ANY PROVISIONS, PROTECTIONS, OR REQUIREMENTS OF INSURANCE IN ARTICLE 22.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims

exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

15) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

16) NO FEDERAL EXCLUSION

- A) Contractor warrants that Contractor is not an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-

7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

- B) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement.

17) OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

18) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County

entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

19) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

20) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

21) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

22) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Contractor shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit D, which is attached hereto and incorporated herein by reference

23) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

24) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

25) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

26) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.


27) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.


28) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

OUTREACH STRATEGISTS LLC

By: 
Name: Mustafa Tameez
Title: President
Date: October 11, 2019

HARRIS COUNTY

By: 
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY


By: 
T. Scott Pelty
Assistant County Attorney
C.A. File 19GEN2211

EXHIBIT A

Request for Proposal for Job 19/0268

(follows behind)



HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.
19/0268

PROPOSAL FOR: 2020 Census Project Manager for Harris County

DUE DATE: Monday, September 9, 2019

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".**

RETURN PROPOSAL TO:
HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Patricia (Patty) Kenyon patty.kenyon@pur.hctx.net or 713 274-4420

Total Amount of Proposal: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? Yes No If yes, what % of employees: _____%

Print Name _____

Signature: _____

Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Revised 09/14

PAK/dlc

INTENT TO RESPOND

DATE: _____

TO: patty.kenyon@pur.hctx.net _____

FROM: _____

Name and Phone Number

Company Name

Street Address

City, State, Zip

RE: Vendor's intent to respond to Job # 19/0268
2020 Census Project Manager for Harris County

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to patty.kenyon@pur.hctx.net, prior to the deadline of this RFP. Thank you.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- 4. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- 7. **Attachments**
 - a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - h. **Reference Sheet** - When references are required, you must use this form.
 - i. **HIPAA Requirements**
 - j. **Questionnaire**

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

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.
- One (1) original, **clearly marked “ORIGINAL”**, and seven (7) copies, **clearly marked “COPY”**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover. One (1) flash drive containing the complete response in Word/Excel format must be provided and placed in the ORIGINAL response; a self-adhesive packet may be used to secure the flash drive.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor’s name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- 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.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

RFP Cover Sheet

Table of Contents

Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e), and signed Addenda (when applicable; see Addenda under General Requirements) – 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 statement of the vendor’s understanding of the project, how vendor will provide required services and vendor’s relevant experience. Provide examples of past work with census strategy project management experience, or any other work relevant to this RFP.

Section II: Scope of Service/Narrative of Proposed Team and Services

- Describe vendor’s philosophy, approach (s) and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. 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 specifications, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Identify vendor’s proposed project manager to perform the required services. The resume shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Particular attention and appropriate evaluation credit



SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

- Provide a detailed description of why vendor is best qualified to engage in the proposed activities/tasks.

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 – See PRICING/DELIVERY INFORMATION page for instructions.

Section IV: Organizational Information/Qualifications

- Vendor's history, background and principal officers
- Company and project team organization chart
- Description of project team organization; names and resumes of team members
- Financial Statements or (Attachment g)
- Licenses/accreditations
- References (Attachment h)
- Copy of completed Certificate of Interested Parties Form 1295
- Provide examples of past experience developing programs or services that are described in the scope of work and by Task that the vendor is applying
- List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project
- Knowledge of the decennial Census in general, past Census response rates and 2020 Census, their challenges and importance, particularly in Harris County
- High level of comfort working with relevant stakeholders, including public, private, nonprofit, elected officials, community groups, and others.
- Diversity, Equity, and Inclusion (DEI) – Vendors must have lived experience and/or deep understanding of the interconnection between diversity, equity, and inclusion, the historic and current policies and systemic barriers to achieving equity and experience identifying, implementing and evaluating strategies that advance DEI.
- Previous campaign management experience is a plus, including demonstrated experience developing communications and field strategies and tactics that successfully activate racially and ethnically diverse, limited English proficient communities, and geographically isolated or remote communities.
- **2020 Census Project Manager**, vendors (s) must show at least three (3) years of experience creating strategies and campaign oversight for a successful public outreach campaign to reach populations like the easy, hard, and hardest-to-count populations. Preference for Census experience or experience with modern political campaigns or public outreach campaigns using complex data analysis to achieve results.

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

Section VI: Questionnaire (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

Section VII: 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.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

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.

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

EVALUATION CRITERIA

Award shall be made to the responsible vendor or vendor(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

1. Qualifications & Experience 30%

Vendor provides qualifications and experience of project manager. Vendor demonstrates ability to meet the qualifications and compliance requirements listed herein. Vendor demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm or persons ability to carry out the scope of work similar to the one described in this RFP in the last 10 years.

2. Capacity & Resources..... 20%

Vendor demonstrates capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the vendor. Vendor demonstrates understanding of scope of the project. Vendor demonstrates ability to perform requested services for similar projects of scope and scale by providing three (3) recent examples of projects completed on budget and on time. Firm or individual demonstrates sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology 25%

Vendor describes how the services will be provided and how they will be supported. Vendor describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

4. Pricing 25%

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 multiple vendors if it is in the best interest of Harris County. The County will select the vendor for project manager with the best experience, qualifications and proposed work to fit the county's census goals.

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.

REFERENCES

Vendor must provide a minimum of three (3) references as detailed in attachment h, or letters of reference from companies for whom vendor has provided similar services. Letters or references must include the following information:

- Organizational/client name/address
- Name of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/client would recommend vendor

SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)

Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h, will be cause for rejection of the response submitted. References from large government entities are preferred.

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.

PURCHASE ORDERS

Services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Once a purchase order is issued, the using department will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and orders only from those persons having authority to place an order.

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.

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. No charges may be billed to Harris County unless such costs are explicitly included in the agreement. All invoices must be sent via:

VENDORINVOICES@HCTX.NET

Or mailed to:

Harris County Auditor's Office c/o Accounts Payable
1001 Preston, 8th Floor
Houston, Texas 77002

SUBCONTRACTING

In the event the vendor utilize of a third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide qualification and experience information for the third-party contractor or joint venture member. Provide documentation of joint venture agreement.

SPECIFICATIONS

2020 Census Project Manager for Harris County
--

SCOPE

Harris County is seeking qualified vendor(s) with experience, capabilities, and management skills to plan strategies, provide direction and coordinate other county vendors in regard to a 2020 Census Project Manager for Harris County.

It is the responsibility of each vendor to examine the entire RFP, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Patty Kenyon, Office of the Harris County Purchasing Agent, via email to patty.kenyon@pur.hctx.net. The deadline for submission of questions relating to this RFP is **12:00 p.m. CST on August 20, 2019**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all vendors. The County will not be bound by any information conveyed verbally.

BACKGROUND

As the third largest County in the United States of America (U.S.), Harris County has an estimated population of 4,698,619 persons (U.S. Census, July 1, 2018 estimates). Over a quarter of our population are youth under 18 years of age and the county is majority minority. Within the boundaries of Harris County are 34 cities, including the fourth-largest city in the U.S., the City of Houston.

The U.S. Census Bureau is required by Federal law to conduct a decennial count of every resident in the U.S. Data collected in the Census is the way that America measures population growth and change. Local areas rely on our statistics for planning where to build new schools and roads. Businesses use our data to track economic and demographic trends. And each year, the federal government distributes more than \$400 billion to states and communities based on Census Bureau data. The 2020 Census will provide critical information that empowers the more than 4.6 million people and over 95,000 businesses with paid employees in communities across Harris County and across the country.

The success of the 2020 Census will rely on convincing residents to complete the census questionnaire, particularly those residents who are considered hard-to-count. These include seniors, persons with disabilities, minorities, Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), low-income households, those with limited English proficiency, immigrants, homeless, highly mobile persons, and young children. The census finds Harris County has one of the highest hard-to-count, just over twenty-three (23) percent. An undercount will equate to a loss of Federal funding. Even only a one (1) percent undercount will equal an approximate loss of \$52 million per year. To ensure a complete and accurate census count, Harris County must engage the entire community, including the hard-to-count populations across the county.

Harris County is in the process of procuring other vendors to provide data analysis, marketing and messaging, and community engagement. The successful vendor of this procurement will assist Harris County to manage the overall campaign strategy and oversee the work and direction of the county's other vendors.

REQUIREMENTS

Harris County seeks to achieve the maximum outreach and response possible for the 2020 Census by aggressively targeting all populations, especially those who are hard-to-count. The County's goals are to:

- Improve upon the response rate from 2010 Census for the County and surpass the national average in 2020 Census
- Educate residents on the new online digital format for 2020 Census
- Identify easy, hard, and hardest-to-count-communities and populations and report by Countywide, County Precinct and other small jurisdictions as needed.
- Improve overall accuracy to reduce undercount, particularly for those hard and hardest-to-count by prioritizing:

SPECIFICATIONS-CONTINUED

- Hard-to-count geographic areas in the County
 - Historically undercounted populations
 - Groups with socio-economic factors correlated to low self-response rates
 - Households and individuals with no computer or inadequate Internet access
- Create 2020 Census campaign strategic plan, particularly to target hard-and hardest-to-count populations
 - Work with City of Houston's Census Engagement Initiative to coordinate Census activities and message on a regional level
 - Work with the Complete Count Committee (CCC) co-chaired by the City of Houston Mayor and Harris County Judge including reporting the campaign message and strategy and any amendments to the strategy to the Committee
 - Raise support from community leaders, business committee, and the public for the Census
 - Establish creative partnerships within communities
 - Coordinate with Marketing vendor to collaborate with local media
 - Coordinate with Marketing and Community Engagement vendors to identify outreach opportunities
 - Collaborate with the U.S. Census Bureau

In addition, Harris County is seeking to improve upon its census response rate of just over seventy-six (76) percent from the 2010 Census by procuring a 2020 Census Project Manager (Project Manager) who can successfully manage and coordinate a census campaign engaging all vendors and residents of Harris County, particularly those hard-to-count.

2020 Census Project Manager– The work under this task will result in a comprehensive strategic plan for the County's overall census campaign, as well as oversight over the implementation of this plan, once developed. The vendor shall:

- a. Plan and develop the County's census strategies, which are informed by the county's data analysis vendor, and oversee the implementation to achieve the County's census goals. Strategies will be connected with the specific target populations and their specific characteristics in order to successfully achieve the County's census goals. Development of the County's census strategy must be flexible and take into account a situation where other vendors for other Census tasks and the City of Houston's Census Engagement Initiative have already started work, and where the CCC has already begun its work.
- b. Build on past campaigns and best practices, and evaluate implemented activities. The vendor shall propose adjustments to the overall plan and activities as needed to successfully increase response rates for easy, hard and hardest-to-count populations throughout the campaign. As part of this ongoing evaluation and adjustment work, the vendor will incorporate the data published by the census on response rates by census tract and block group and analyzed by the county's data analysis vendor.
- c. Collaborate with the County and various census programs, projects, and services, particularly those listed in this scope of work, to ensure that activities and goals are aligned with established priorities. This includes the coordination and ensuring of effective communications between vendors providing the data, marketing, communication vendors, the CCC, and the City of Houston's Census Engagement Initiative. It also includes effective task management of the data, marketing, and communication vendors.
- d. Ensure that activities are not duplicative of other Federal, State or local efforts.
- e. Provide strategic insight to identify relationship-building opportunities that promote the census.
- f. Use its previous campaign experience to work with the data vendor to identify gaps in data analysis and communicate important findings to the marketing and community engagement vendors that require adjustment to their work.

SPECIFICATIONS-CONTINUED

The Project Manager will be required to work closely and coordinate with the City of Houston's Census Engagement Initiative. This may include sharing data, tools, and other materials to effectively deploy census outreach resources throughout the region.

The Project Manager will be required to perform monitoring and evaluation of their activities, both to improve the County's census campaign for the 2020 Census, and to provide lessons learned for the County's future census outreach campaigns. This will include but not be limited to final report, trainings, presentations sharing best practices and findings that support future civic engagement efforts, planning for future Census work, written final evaluation/assessment of project and set of best practice recommendations for future Census and similar efforts. A set of tools, templates, other materials that can be shared with future Census planners and advocacy organizations, and suggestions on engagement plans to ensure hard-to-count communities are included in efforts similar to Census efforts, such as redistricting will be included.

The Project Manager tasks may be applied for and undertaken by one individual, or by a larger organization that can justify the expenditure of more.

The Project Manager will provide direction and oversee the previously contracted vendors providing the following functions.

Census Data – Analysis, Mapping, and Reporting (Data Vendor)– The vendor providing these services will result in actionable data, mapping, modeling, and tools (including data warehousing) that allow messaging and community engagement for census outreach to be as effective as possible. Actions should inform the strategies developed by the Project Manager and respond to requests from the Project Manager and county to comply with plan adjustments. The vendor shall:

- a. Generate and analyze factual census data for use in campaign development and messaging,
- b. Obtain, organize, and analyze data that is countywide and by Harris County Commissioner Precincts' of easy, hard and hardest-to-count populations and communities, visualized through maps and other products that provide demographic, socio-economic profiles, and research of selected populations for campaign development for use by the Marketing and Community Engagement Vendors),
- c. Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data,
- d. Create statistical and predictive modeling and index scores, targeted to the individual or household level, to inform engagement strategies and marketing,
- e. Work with County to geo-code the targeted areas and outreach activity locations as implemented by the Marketing and Community Engagement Vendors,
- f. Report on the results of the census and the County's goal to increase response rates.

Census Messaging and Marketing (Marketing Vendor)– The vendor providing these services will result in the development of effective messaging and tools that will successfully encourage County residents, and the hard-to-count residents, in particular, to respond to the census. The vendor shall provide:

- a. A multi-level campaign that will reach residents of Harris County of all socio-economic levels and convince them to complete the census forms within the time required by the U.S. Census Bureau. This includes non-English media.
- b. Develop the County's census campaign in conjunction with strategies developed by the Project Manager, including the concept, creation, and execution of campaigns and promotions regarding the Census.

SPECIFICATIONS-CONTINUED

- c. A focused campaign targeting the hard and hardest-to-count populations identified by the data vendor. Messaging should be developed taking into consideration specific populations with different language, access, and cultural needs. For those populations that are easiest to count, vendor should support U.S. Census Bureau media releases.
- d. Generate opportunities and messages (including non-English) for the members of Commissioners Court to discuss the census on local programming (radio and television) and through digital media.
- e. Ensure messaging and resources are developed and provided for persons with disabilities to participate in the census.
- f. Coordinate with the U.S. Census Bureau to verify and ensure appropriate placement of media and advertising campaign material via mass distribution at festivals, large community events, and sporting events.
- g. Implement County's census campaign through media, digital media, and other outreach/marketing practices.
- h. Generate collaborative partnerships with media, including local non-English media sources, to promote Harris County's census campaign.
- i. Work with the County/City CCC to identify and implement census outreach opportunities and strategies,
- j. Develop and provide for distribution media resources (flyers, posters, booths, etc.) including use of U.S. Census Bureau materials for public spaces, local community events, and block walks,
- k. Provide staffing as needed for census events and activities,
- l. Provide training models and trainers on census message delivery and outreach for county employees, CCC, and community volunteers who will be working community events and canvassing, and
- m. Create and maintain a calendar of events, trainings, and outreach and report to the County.

Community-based engagement (Community Engagement Vendor) – The work under this task will result in the successful recruitment, training, and participation of local community-based organizations, non-profits, and service providers to convince all residents to complete the census forms within the time required by the U.S. Census Bureau. This work will prioritize engagement with hard-and hardest-to-count communities. The vendor shall:

- a. Implement best practices on community engagement that can be utilized by volunteers and the County,
- b. Provide strategic insight to identify relationship-building opportunities at the community and local level that promote the census,
- c. Collaborate with the CCC and other organizations to identify target-audience community volunteers for census activities,
- d. Create or manage a web-based information system/platform for community-based organizations, non-profits, service providers and governmental entity to exchange information, data, and tasks including use of data tools and warehouse created by the Data Vendor.
- e. Recruit volunteers and host trainings on census outreach,
- f. Manage communications, community, and grassroots engagement activities in targeted communities based on information provided by the Data Vendor and other data inputs,
- g. Host events in local areas to promote the census,
- h. Participate in scheduled community activities to rally support for the Census.
- i. Organize door-to-door block walks and canvassing in hard and hardest-to-count communities.
- j. Work with local organizations serving the homeless by contributing to the planning of the homeless count.

SPECIFICATIONS-CONTINUED

The selected vendor(s) shall provide a timeline by each management task and deliverable described in the scope of work for which they are proposing services and include in Section II of vendor's response to this RFP. Census activities for all vendors should continue until June 30, 2020 as the U.S. Census non-response follow-up is in operation. Successful vendors shall perform evaluation requirements, as described above, due to the County by August 30, 2020.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must complete the open line provided below. Proposals must delineate fixed prices. The price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Total Price</u>
1.	2020 Census Project Manager	Lump Sum	\$ _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. Property: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No. *</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Harris County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. Harris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. Residence Certification - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[City and State]

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Workers Compensation**, as required by the laws of Texas, and **Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Revised 8/2017

FINANCIAL STATEMENT

Condition of vendor at close of business Month, _____, 2019

ASSETS

1.	Cash on hand	\$ _____	
	In Bank	\$ _____	
	Elsewhere	\$ _____	\$ _____
2.	Accounts receivable from completed contracts (Exclusive of claims not approved for payment)		_____
3.	Accounts receivable from other sources than above		_____
4.	Amounts earned on uncompleted contracts (Not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)		_____
5.	Deposits for bids or other guarantees		_____
6.	Notes receivable Past due	\$ _____	
	Due 90 days	\$ _____	
	Due Later	\$ _____	
7.	Interest earned		_____
8.	Real Estate		
	Business Property, Present value	\$ _____	
	Other property	\$ _____	_____
9.	Stocks and Bonds	\$ _____	
	Listed on exchange	\$ _____	
	Unlisted	\$ _____	_____
10.	Equipment, machinery, fixtures	\$ _____	
	Less Depreciation	\$ _____	_____
11.	Other Assets		_____
		TOTAL ASSETS	\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$ _____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	TOTAL LIABILITIES		\$ _____

In addition, please include annual reports covering the two (2) most recent fiscal years, or any other documents that will allow Harris County to assess the financial viability of the vendor.

REFERENCES

Vendor should provide at least three (3) references for each Task. Please refer to pages 14-15 of this RFP for additional instructions.

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Attachment j. Questionnaire (3 pages)

(For prospective vendors downloading this RFP from Harris County BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the Questionnaire may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

QUESTIONNAIRE

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 1/2" x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE - If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENERAL QUESTIONS		Yes	No	Response/Comments
1	Present Company Name			
2	Location of company headquarters			
3	Primary Houston address			
4	Owner(s)			
5	Form of Business Corporation Partnership Sole Proprietary			
6	Principal office location			
7	To be completed by Corporations Date Incorporated Under the laws of what state Provide a COMPLETE list of officers Executive Officer			
8	To be completed by Partnerships Date formed Is Partnership general, Limited, or associated? Provide a COMPLETE list of members. Provide a COMPLETE list of all local branch offices.			
9	To be completed by all vendors. Minority/Women Business Enterprise (M/WBE) or Historically Underutilized Business (HUB) Does responding vendor qualify as M/WBE? Does responding vendor qualify as HUB? Vendor must provide backup certifications of M/WBE or HUB verification. Does vendor intend to utilize sub-contractor? If so, does sub -contractor qualify as M/WBE?			

GENERAL QUESTIONS		Yes	No	Response/Comments
	If so, does sub-contractor qualify as HUB?			
	If neither the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of the company ownership in prime or sub-contractor by either minorities and/or women.			
	If neither of the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of employees that are either minorities and/or women.			
10	Submitted by (name of person submitting questionnaire)			
11	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
12	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
13	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence.			
14	Has company conducted business with Harris County in the last twenty-four (24) months? If yes, provide details.			
15	Does your company understand that due to processing procedures for Harris County, there may be up to a forty-five (45) day delay from the date the invoice is received by the using department and the Harris County's Auditor's Office before payment is available and that no consideration for special handling will be made?			
16	Provide the name of the representative to be assigned to handling all Harris County needs, facilitating communication and ensuring quality of services.			
	Telephone Number (must be a local or toll free)			
	After-hours contact information			
	Fax number (must be local or toll free)			
	Email address			
GENERAL QUESTIONS		Yes	No	Response/Comments
18	If your company does not have an office in Houston, please explain how your company will provide services should Harris County decide to award to your company?			
LITIGATION AND/OR COMPLAINTS DISCLOSURE		Yes	No	Response/Comments
19	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?			

20	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Harris Health System or any other federal, state or local government, or private entity?		
21	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Harris Health System or any other federal, state or local government, or private entity during the last ten (10) years?		
22	Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.		
23	Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.		
24	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.		

QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION COMPLETED AND RETURNED.

State of: _____

County of: _____ being duly sworn, deposes and says that he is _____ of _____

(Name) _____ (Title)

(Company) _____ and that the answers to the foregoing questions on the attached forms and all

statements therein are true and correct: that the experience record and the schedule of services are made a part of this affidavit as though written in full herein, and all statements and questions given in the above-mentioned experience record and schedule of services are true and correct.

Signed: _____

Sworn to before me this _____ day of _____ A.D. 20 _____

NOTARY PUBLIC

My commission expires: _____

EXHIBIT B
BAFO and Pricing Sheet
(follow behind)

Outreach Strategists, LLC will invoice on a monthly basis.

The Deputy Program Manager, Strategy will invoice on the last day of the month following services provided at a rate of \$6,500. Expected timeline is seven (7) months.

The Deputy Program Manager, External will invoice on the last day of the month following services provided at a rate of \$6,000. Expected timeline is five (5) months.

The Project Management portion of the services to be invoiced on a monthly basis as services have been provided.

Item			Cost
Proposed personnel Best and Final Offer (BAFO)			\$395,640.00
Proposed project management tool (up to 10 users)			\$3,990.00
Total			\$399,630.00
Additional Roles	Monthly rate (based on full-time)	Months	Cost
Deputy Program Manager, Strategy	\$6,500	7	\$45,500.00
Deputy Program Manager, External Relations	\$6,000	5	\$30,000.00
Total			\$75,500.00
Grand Total			\$475,130.00

2020 Census Project Manager Best and Final Offer (BAFO)

Harris County





October 4, 2019

Outreach Strategists LLC
2727 Allen Parkway
Suite 1300
Houston, TX 77019

713 247 9600 phone
713 247 9605 fax

Patricia Kenyon
Harris County Purchasing Agent
1001 Preston
Suite 670
Houston, TX 77002

RE: 2020 Census Program Manager

Dear Ms. Kenyon,

It is our pleasure to submit this Best and Final Offer for the Harris County 2020 Census Program Manager.

We have decades of experience in modern, data-driven political campaigns. As residents of the County, we understand the important opportunity that an accurate Census count provides for the residents of Harris County.

Felicity Pereyra, a Harris County native and our proposed Program Manager. She is a seasoned strategist, with years of local experience as well. Felicity has advised some of the largest political campaigns of recent record and looks forward to applying her skills and experience in Harris County for such an important initiative.

As part of our role we will support the County as it pursues opportunities to secure sponsorships and grant funding.

Sincerely,

Mustafa Tameez
Managing Director
Outreach Strategists LLC

713 247 9600 direct
713 247 9605 fax

Proposed cost

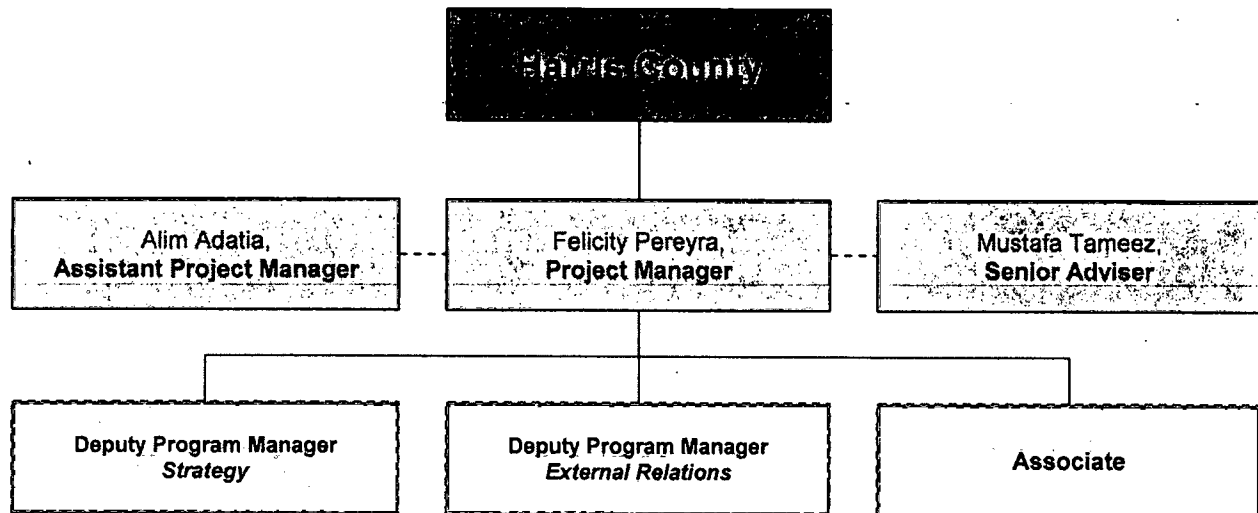
Assuming a term spanning from November 11, 2019 through August 31, 2020, we propose the following cost as our Best and Final Offer (BAFO):

Item	Cost
Proposed personnel Best and Final Offer (BAFO)	\$395,640.00
Proposed project management tool (up to 10 users)	\$3,990.00
Total Best and Final Offer (BAFO)	\$399,630.00

This BAFO is a \$16,800.00 discount from our initial proposed cost of \$416,430.00.

Staff

The County may wish to bring in additional management resources based on evolving circumstances during the term of this project. We have a team experienced in working on projects of similar size and scope, and can work with the County to onboard additional staff should the need arise. Given the scope of the program, we anticipate there might arise a need for the following positions:



Deputy Program Manager, Strategy

This person would be responsible with the day to day management of the vendors the County will have procured and ensuring alignment against the strategic plan. This position would allow for a subdivision of labor to ensure there is ample attention paid to the day to day operations of managing the overall County program's strategy and execution. This person would report to the Program Manager, and work closely with the Deputy Program Manager of External Relations to ensure information is being shared up, down, and all around.

Deputy Program Manager, External Relations

This person would be responsible with managing relationships and sharing information in a systematic manner with external stakeholders, political and otherwise. Typically, these positions also serve as a much needed facilitator of external feedback into the internal group. Having a dedicated resource here allows the program to feedback loop to solve issues more quickly and increase transparency. As mentioned above, this person would report to the Program Manager and work closely with the Deputy Program Manager of Strategy to share external feedback with the group and source information to share externally.

Associate

This person would be responsible for managing day to day administrative projects and support services for the team.

Additional add-on cost: See below for monthly rates per role, based on full-time work.

Role	Monthly rate (based on full-time)
Deputy Program Manager, Strategy	\$6,500
Deputy Program Manager, External Relations	\$6,000
Associate	\$4,500

Any and all additions of staff shall only be made after discussions and agreement with the County, including on matters of scope, role, and cost.

EXHIBIT C

Form 1295

(follows behind)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Outreach Strategists
 Houston, TX United States

Certificate Number:
 2019-550453

Date Filed:
 10/11/2019

Date Acknowledged:
 10/15/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19/0268
 2020 Census Project Manager for Harris County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

EXHIBIT D *

Certificate of Acord

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

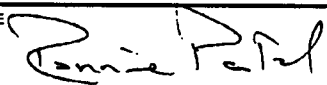
PRODUCER INSURANCE SOLUTIONS OF AMERICA 12603 Southwest Freeway Suite 100 Stafford TX 77477	CONTACT NAME: Devangi Shelat PHONE (A/C, No, Ext): (281) 752-8000 FAX (A/C, No): (281) 752-8008 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company		INSURER B: Markel Insurance Company	38970	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Valley Forge Insurance Company														
INSURER B: Markel Insurance Company	38970													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Outreach Strategists, LLC 2727 Allen Parkway Ste 1300 Houston TX 77019														

COVERAGES **CERTIFICATE NUMBER:** CL1951019473 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	6024821910	05/11/2019	05/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	6024821910	05/11/2019	05/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	6025148471	05/11/2019	05/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	MWC014644401	04/01/2019	04/01/2020 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
Location: 2727 Allen Parkway Ste 1300, Houston, TX, 77019

CERTIFICATE HOLDER Harris County 1001 Preston St Houston TX 77002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ORDER OF COMMISSIONERS COURT
 Authorizing execution of agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 29 day of OCT 29 2019, 2019 with all members present except NONE.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT
 BETWEEN HARRIS COUNTY AND OUTREACH STRATEGISTS LLC**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

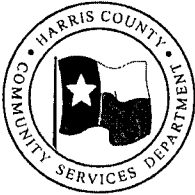
IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an Agreement between Harris County and Outreach Strategists LLC; for project management services to support Harris County's 2020 Census Participation Initiative; for a not to exceed amount of Four Hundred Seventy-Five Thousand One Hundred Thirty and No/Dollars (\$475,130.00); commencing upon approval by Commissioners Court, with a final report and recommendations to the County, as outlined in the RFP, by August 30, 2020; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

OCT 29 2019

APPROVE ELG
 Recorded Vol 317 Page 506-507



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Joshua Stuckey
Interim Director

8410 Lantern Point Drive
Houston, Texas 77054
Tel (832) 927-4700

SUPPLEMENTAL COVID-19 AGENDA ITEM

July 24, 2020

County Judge Hidalgo and
Commissioners Ellis, Garcia, Radack, and Cagle

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM

Please consider the following supplemental item on the Commissioners Court Agenda for July 28, 2020:

Approval of additional 2020 Census services to be funded using \$3,996,000 in Harris County CARES Act Coronavirus Relief Funds. Expansion of services will include extending two existing vendor contracts through the Census 2020 extension time period and adding direct digital engagement methods to persons residing in high undercount areas across the County. This request has been reviewed with the CARES Act Committee.

It is also requested the County Judge be authorized to sign the contract amendment once finalized by the Purchasing Agent and reviewed by the County Attorney.

Thank you for your assistance with this request.

DocuSigned by:
Joshua Stuckey

D7C5C554AEFA4F7...
Joshua Stuckey
Interim Director
Harris County Community Services Department
JS/dl/js

Presented to Commissioners Court

July 28, 2020

Approve: G/E

*and that CSD work with the County Attorney to ensure the data is secure.

Recorded Vol 321 Page 23-26

**Harris County Community Services Department
Executive Summary**

**Approval of additional 2020 Census services to be funded using \$3,996,000 CARES Act
Coronavirus Relief Funds**

July 24, 2020

Background

In May 2019, the Harris County Commissioners Court authorized funding of nearly \$4,000,000 to engage vendors for “enhanced community and canvassing activities to promote 2020 Census participation in...unincorporated areas and the additional 33 cities in Harris County.” Subsequently, four vendors were engaged to carry out the Harris County Census Outreach and Engagement program and were contracted specifically to carry out community engagement activities that largely were centered on face-to-face contact – a mode of contact that is simply not safe for any party in a global pandemic.

On March 12, 2020, the campaign pivoted from door-to-door canvassing to a phone banking operation, still targeting low response block groups. Outreach operations shifted from in-person events in low-response areas to virtual activities like social media postings, newsletters and online events. Despite these incremental changes, Harris County’s response rates have been lagging almost every other major county in the country. At 56.8%, Harris County is tracking 9th out of 10 largest counties in the country for self-response rates with Maricopa, Orange, and San Diego counties leading the way.

Given the hard constraints of outreach vendor contracts, it has proven difficult to pivot from:

- 1) a program with vendors who specialize in face to face contact and have less experience using data and analytics to target resources most efficiently; to a
- 2) a program that is nimble, agile, rooted in data, advancing targeting methods, and digital and/or other contactless modes of communication that can scale direct resident contact exponentially compared to the previous efforts.

Therefore, with COVID-19 threatening the critical Non-Response Follow Up operations, and to ensure services are delivered in a way that fully protects the health and safety for residents and outreach workers, Harris County must shift its operations to direct outreach utilizing virtual and non-contact methods to increase census response rates within the remaining time period for census operations through November 2020.

Recommendation

Approval of additional 2020 Census services to be funded using \$3,996,000 in Harris County CARES Act Coronavirus Relief Funds. Expansion of services will include extending two existing vendor contracts through the Census 2020 extension time period and adding direct digital engagement methods to persons residing in high undercount areas across the County. This request has been reviewed with the CARES Act Committee.

July 28, 2020

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Approve: G/E
*and that CSD work with the County Attorney to ensure the data is secure.
Recorded Vol 321 Page 23-24

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 28th day of July, 2020 with the following members present, to-wit:

- | | |
|---------------|------------------------------|
| Lina Hidalgo | County Judge |
| Rodney Ellis | Commissioner, Precinct No. 1 |
| Adrian Garcia | Commissioner, Precinct No. 2 |
| Steve Radack | Commissioner, Precinct No. 3 |
| Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

APPROVAL OF ADDITIONAL 2020 CENSUS SERVICES TO BE FUNDED USING \$3,996,000 IN HARRIS COUNTY CARES ACT CORONAVIRUS RELIEF FUNDS AND EXPANSION OF SERVICES WILL INCLUDE EXTENDING TWO EXISTING VENDOR CONTRACTS THROUGH THE CENSUS 2020 EXTENSION TIME PERIOD.

Commissioner A. Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS

WHEREAS, On May of 2019, the Harris County Commissioners Court authorized funding of nearly \$4,000,000 to engage vendors for “enhanced community and canvassing activities to promote 2020 Census participation in...unincorporated areas and the additional 33 cities in Harris County.” Subsequently, four vendors were engaged to carry out the Harris County Census Outreach and Engagement program and were contracted specifically to carry out community engagement activities that largely were centered on face-to-face contact;

WHEREAS, On March 11, 2020, County Judge Lina Hidalgo issued a Declaration of Local Disaster for Harris County and a subsequent Work Safe, Stay Home Order, which all but negated the previously authorized and approved Census Outreach and Engagement Plan;

WHEREAS, On March 12, 2020, the campaign pivoted from door-to-door canvassing to a phone banking operation, still targeting low response block groups. Outreach operations shifted from in-person events in low-response areas to virtual activities like social media postings, newsletters and online events. Despite these incremental changes, Harris County's response rates have been lagging almost every other major county in the country;

WHEREAS, with COVID-19 threatening the critical Non-Response Follow Up operations, and to ensure services are delivered in a way that fully protects the health and safety for residents and outreach workers, Harris County must shift its operations to direct outreach utilizing virtual and non-contact methods to increase census response rates within the remaining time period for census operations through November 2020;

WHEREAS, now HCCSD seeks approval of additional 2020 Census services to be funded using \$3,996,000 in Harris County CARES Act Coronavirus Relief Funds. Expansion of services will include extending two existing vendor contracts through the Census 2020 extension time period and adding direct digital engagement methods to persons residing in high undercount areas across the County. This request has been reviewed with the CARES Act Committee.

ORDER:

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: Harris County Community Services Department request approval of additional 2020 Census services to be funded using \$3,996,000 in Harris County CARES Act Coronavirus Relief Funds. Expansion of services will include extending two existing vendor contracts through the Census 2020 extension time period and adding direct digital engagement methods to persons residing in high undercount areas across the County.

It is also requested the County Judge be authorized to sign the contract amendment once finalized by the Purchasing Agent and reviewed by the County Attorney.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
OUTREACH STRATEGISTS, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), acting through its Community Services Department (the "Department") and Outreach Strategists, LLC ("Contractor"). The County and the Contractor are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

On October 29, 2019, the County and the Contractor entered into a Master Agreement (the "Agreement") for 2020 Census Project Management services for the Department ("Services").

The Parties desire to extend the Agreement for the first time ("First Amendment") for the purpose of extending the term, adding funds, and adding certain language.

Terms

I.

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

The current term of the Master Agreement is extended until November 30, 2020. An additional Three Million Eight Hundred Seventy-Five Thousand and No/Dollars (\$3,875,000.00) will be appropriated for completion of the Services. The attached Required Federal Clauses will be added to the Master Agreement. See Exhibit A. Additional Services covered by this First Amendment are described in further detail in Exhibit B.

III.

The following language will be added to Section 1 of the Master Agreement:

K. While Contractor may coordinate with the City of Houston for Census efforts, Contractor will not share individual information/data with the City of Houston or any other party not directly engaged as a subcontractor on this Census Project. Contractor will only utilize data to further the intended results of the Census Project. Contractor will not store or utilize data created or derived from this Project for any other projects or commercial ventures, now or in the future. Any such

use will be considered a breach of contract. To the extent any other language in the Agreement may conflict with this Section 1.K., this language will supersede any conflicting language.

IV.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

V.

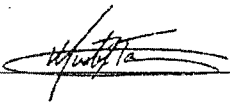
It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or any other terms and conditions, this First Amendment shall control.

VI.

Execution. Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

OUTREACH STRATEGISTS, LLC

HARRIS COUNTY

By: 
Mustafa Tameez
President

By: 
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

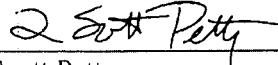
By: 
T. Scott Petty
Assistant County Attorney
C.A. File 20GEN1675

Exhibit A
Required Federal Clauses
(follow behind)



HARRIS COUNTY

FEMA PURCHASE ORDER ATTACHMENT

EXHIBIT A

FEDERAL CONTRACT PROVISIONS

During the performance of this Purchase Order ("contract"), the "Vendor" shall comply with all applicable federal laws and regulations, including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "County" shall mean Harris County.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) Vendor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Vendor shall submit evidence of compliance with the foregoing affirmative steps when requested by the County.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- (A) If any indirect costs will be charged to the County under this contract, such costs must conform to the

cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Vendor.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Vendor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, County, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Vendor's personnel for the purpose of interview and discussion related to the books and records.
- (B) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) The Vendor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for



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convenience by the County, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (currently \$250,000) and does not provide for administrative, contractual, or legal remedies in instances where Vendor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract.

- (i) Termination for Convenience. The County may, by written notice to Vendor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Vendor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the County, the County shall compensate Vendor for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Vendor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Vendor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If Vendor fails to perform pursuant to the terms of this contract, the County shall provide written notice to Vendor specifying the default ("Notice of Default"). If Vendor does not cure such default within the time required by the County, the County may terminate this contract for cause. If Vendor fails to cure a default as set forth above, the County may, by written notice to Vendor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Vendor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Vendor's deficiencies and charge the cost thereof to Vendor, who shall be liable for the full cost of the County's corrective action, including reasonable overhead, profit and attorneys' fees.
- (iii) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Vendor's performance of the work.
- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Vendor shall promptly discontinue the work unless the Notice directs to the contrary. Vendor shall deliver to the County and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Vendor acknowledges the County's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the County's termination of this contract. The County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If County terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Vendor shall be entitled to receive only the amounts payable under this Section, and Vendor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.
- (B) Appendix II to Part 200 (C) - Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Vendor shall comply with the following equal opportunity clause, in accordance



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with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- (i) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
- (ii) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information.
- (iv) Vendor 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 by the County contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Vendor 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.
- (vi) Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Vendor will include the provisions of paragraphs (i) through (viii) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Vendor may request the United States to enter into such



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litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the County.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract,



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grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- (F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Vendor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- (i) Pursuant to the Clean Air Act, (1) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional

Office, and (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000.

- (G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Vendor is required to verify that none of the Vendor, 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).
- (ii) Vendor 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.
- (iii) This certification is a material representation of fact relied upon by County. If it is later determined that Vendor 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) Vendor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Vendor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Vendor further agrees to notify the County in writing immediately if Vendor or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Vendor



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shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Vendor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Vendor 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.

- (iii) 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>.

5. MISCELLANEOUS PROVISIONS

- (A) The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Vendor, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Vendor, the Vendor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Vendor exceeds at its own risk.

Exhibit B
Additional Services
(follows behind)

Census 2020 Amendment/Extension Program Proposal for CRF

Treasury Funding

When Harris County set out to create the Census 2020 Complete Count Committee in March of 2019¹, no one could anticipate that almost exactly one year later, we would be facing a global pandemic. This proposal requests funding up to **\$3,996,000** to extend two vendor contracts for a data-driven, non-response follow operations plan to counteract the impact of the pandemic on the county's census response rates. Services under this proposal would continue through the extended Census survey response period that ends October 31, 2020.

Background

In May of 2019, Harris County Commissioners Court authorized funding of nearly \$4,000,000 to engage certain vendors for "enhanced community and canvassing activities to promote 2020 Census participation in ... unincorporated areas and the additional 33 cities in Harris County."² Subsequently, four vendors were engaged to carry out the Harris County Census Outreach and Engagement program. Two of the four vendors, Houston in Action and Lopez Negrete, were contracted specifically to carry out community engagement activities that **largely were centered on face to face contact -- a mode of contact that is simply not safe for any party in a global pandemic.**

Given the hard constraints of these contracts, it has proven difficult to pivot from:

- 1) a program with vendors who specialize in face to face contact and have less experience using data and analytics to target resources most efficiently;

to:

- 2) a program that is nimble, agile, rooted in data, advanced targeting methods, and digital and/or other contactless modes of communication that can scale direct resident contact exponentially compared to the previous efforts.

Options

With COVID-19 threatening the critical Non-Response Follow Up operations, and to ensure services are delivered in a way that fully protects the health and safety for residents and outreach workers, Harris County must shift its operations to direct outreach utilizing virtual and non-contact methods to obtain census response rates within the remaining time period for census operations.

Additional analysis of the originally proposed three (3) options sent out on July 2, 2020, have been further refined to a proposed **Incentivized Hybrid Option Plan 2.5**. This plan adds a digital outreach campaign to the Harris County Census outreach efforts and is similar to the digital outreach census campaigns in Cook, Riverside, Maricopa, Orange, and San Diego counties that are at 90% or above their 2010 Census response rate target.

To date Maricopa County has reached 97% of its 2010 response rate target and San Diego County is at 99%. Neighboring Fort Bend County, while not as large, is running an almost identical program and has achieved 95% of their 2010 response rate target. Communities that are engaging in direct digital outreach are showing a much better response rate than those engaged in traditional community outreach such as Dallas County which currently lags the other communities. At 56.3%³ (as of 7/9/2020) Harris County is

¹ <https://agenda.harriscountytexas.gov/2019/2019-03-26ag.pdf>

² <https://agenda.harriscountytexas.gov/2019/2019-05-14ag.pdf>

³ <https://2020census.gov/en/response-rates.html>

July 15, 2020

tracking 9th out of the 10 largest counties in the country for self-response rates with Maricopa, Orange, and San Diego counties leading the way. Please see attachment for list of communities compared.

INCENTIVIZED HYBRID OPTION PLAN 2.5 OVERVIEW

The core program will target all block groups that have a current response rate of less than 50%. The total population of 1,545,602 in targeted block groups will consist of Harris County (Non-COH): 730,487 (47.3%) and COH: 815,115 (52.7%). The program will extend the contract of only two (2) vendors through November 30, 2020 and will have two (2) primary components to increase response rates:



Map 1: Harris County <50% Response Rate Block Groups

COMPONENT #1: Digital Core/Research and Analysis Plan

Digital Core Direct Outreach Program (6 rounds of contact) - \$2,780,000.00

Outreach Strategist will provide and manage six (6) rounds of patch-thru live calls, peer to peer texting/SMS, direct mail along with digital advertising (Facebook/Instagram).

Research and Analysis - \$121,000.00

Civis Analytics will track response rates in hard to count block groups and field three surveys to measure the opinions and attitudes of the non-response population.

Total Cost of Component #1: \$2,901,000.00

COMPONENT #2: Benchmark Goal Incentive (additional \$1,095,000.00 awarded)

Digital Core Direct Outreach Program – Expansion to 9 rounds of contact

Outreach Strategist will have the ability to increase their digital core program to nine (9) rounds of live calls, texting/SMS, direct mail and digital advertising (Facebook/Instagram).

Component #2 incentive is ONLY available if the following are achieved:

1. Harris County meets or exceeds the benchmark goal response rate of 62%
2. The response goal is reached on or before September 30, 2020 as the U.S Census Non Response Rate Follow up ends October 31, 2020

Total Cost of Component #2: \$1,095,000.00

Grand Total Cost of Incentivized Hybrid Option 2.5 Plan: \$3,996,000.00

July 28, 2020

Approve: G/E
* and that CSD work with the
County Attorney to ensure the data
is secure

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

Recorded Vol 321 Page 25

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 28th day of July, 2020 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
OUTREACH STRATEGISTS, LLC**

Commissioner A. Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	✓	□	□
Comm. Ellis	✓	□	□
Comm. Garcia	✓	□	□
Comm. Radack	✓	□	□
Comm. Cagle	✓	□	□

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and Outreach Strategists, LLC; for the purpose of extending the current term until November 30, 2020; for an additional Three Million Eight Hundred Seventy-Five Thousand and No/Dollars (\$3,875,000.00) in appropriated funds; and to add certain language to the Master Agreement; under the same terms and conditions specified in the Master Agreement and this First Amendment. The Master Agreement and First Amendment are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
CIVIS ANALYTICS, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), acting through its Community Services Department (the "Department") and Civis Analytics, Inc. ("Contractor"). The County and the Contractor are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

On September 24, 2019, the County and the Contractor entered into a Master Agreement (the "Agreement") for access to the Civis Platform, Services, and Data for the 2020 Census for the Department ("Services").

The Parties desire to extend the Agreement for the first time ("First Amendment") for the purpose of extending the term, adding funds, and adding certain language.

Terms

I.

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

The current term of the Master Agreement is extended until November 30, 2020. An additional One Hundred Twenty-One Thousand and No/Dollars (\$121,000.00) will be appropriated for completion of the Services. The attached Required Federal Clauses will be added to the Master Agreement. See Exhibit A. Additional Services are described in further detail in Exhibit B.

III.

The following language will be added to Section 5 of the Master Agreement:

5.5 While Civis may coordinate with the City of Houston for Census efforts, Civis will not share individual information/data with the City of Houston or any other party. Civis will only utilize data to further the intended results of the Census Project. Civis will not store or utilize data created or derived from this Project for any other projects or commercial ventures, now or in the future. Any such use will be considered a breach of contract. To the extent any other language in the

Exhibit A
Required Federal Clauses
(follow behind)



HARRIS COUNTY

FEMA PURCHASE ORDER ATTACHMENT

EXHIBIT A

FEDERAL CONTRACT PROVISIONS

During the performance of this Purchase Order ("contract"), the "Vendor" shall comply with all applicable federal laws and regulations, including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "County" shall mean Harris County.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(A) Vendor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(B) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Vendor shall submit evidence of compliance with the foregoing affirmative steps when requested by the County.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

(A) If any indirect costs will be charged to the County under this contract, such costs must conform to the

cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Vendor.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

(A) Vendor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, County, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Vendor's personnel for the purpose of interview and discussion related to the books and records.

(B) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The Vendor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

(A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for



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convenience by the County, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (currently \$250,000) and does not provide for administrative, contractual, or legal remedies in instances where Vendor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract.

- (i) Termination for Convenience. The County may, by written notice to Vendor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Vendor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the County, the County shall compensate Vendor for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Vendor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Vendor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If Vendor fails to perform pursuant to the terms of this contract, the County shall provide written notice to Vendor specifying the default ("Notice of Default"). If Vendor does not cure such default within the time required by the County, the County may terminate this contract for cause. If Vendor fails to cure a default as set forth above, the County may, by written notice to Vendor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Vendor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Vendor's deficiencies and charge the cost thereof to Vendor, who shall be liable for the full cost of the County's corrective action,

including reasonable overhead, profit and attorneys' fees.

- (iii) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Vendor's performance of the work.
 - (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Vendor shall promptly discontinue the work unless the Notice directs to the contrary. Vendor shall deliver to the County and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Vendor acknowledges the County's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the County's termination of this contract. The County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If County terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Vendor shall be entitled to receive only the amounts payable under this Section, and Vendor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.
- (B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Vendor shall comply with the following equal opportunity clause, in accordance



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with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- (i) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
- (ii) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information.
- (iv) Vendor 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 by the County contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (v) Vendor 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.
- (vi) Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Vendor will include the provisions of paragraphs (i) through (viii) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Vendor may request the United States to enter into such



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- litigation to protect the interests of the United States.
- (C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- (D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:
- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.
- (E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:
- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the County.
 - (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract,



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grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Vendor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional

Office, and (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000.

(G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Vendor is required to verify that none of the Vendor, 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).
- (ii) Vendor 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.
- (iii) This certification is a material representation of fact relied upon by County. If it is later determined that Vendor 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) Vendor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Vendor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Vendor further agrees to notify the County in writing immediately if Vendor or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Vendor



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shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Vendor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- (i) Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Vendor 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.

- (iii) 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>.

5. MISCELLANEOUS PROVISIONS

- (A) The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Vendor, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Vendor, the Vendor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Vendor exceeds at its own risk.

Census 2020 Amendment/Extension Program Proposal for CRF

Treasury Funding

When Harris County set out to create the Census 2020 Complete Count Committee in March of 2019¹, no one could anticipate that almost exactly one year later, we would be facing a global pandemic. This proposal requests funding up to **\$3,996,000** to extend two vendor contracts for a data-driven, non-response follow operations plan to counteract the impact of the pandemic on the county's census response rates. Services under this proposal would continue through the extended Census survey response period that ends October 31, 2020.

Background

In May of 2019, Harris County Commissioners Court authorized funding of nearly \$4,000,000 to engage certain vendors for "enhanced community and canvassing activities to promote 2020 Census participation in ... unincorporated areas and the additional 33 cities in Harris County."² Subsequently, four vendors were engaged to carry out the Harris County Census Outreach and Engagement program. Two of the four vendors, Houston in Action and Lopez Negrete, were contracted specifically to carry out community engagement activities that **largely were centered on face to face contact -- a mode of contact that is simply not safe for any party in a global pandemic.**

Given the hard constraints of these contracts, it has proven difficult to pivot from:

- 1) a program with vendors who specialize in face to face contact and have less experience using data and analytics to target resources most efficiently;

to:

- 2) a program that is nimble, agile, rooted in data, advanced targeting methods, and digital and/or other contactless modes of communication that can scale direct resident contact exponentially compared to the previous efforts.

Options

With COVID-19 threatening the critical Non-Response Follow Up operations, and to ensure services are delivered in a way that fully protects the health and safety for residents and outreach workers, Harris County must shift its operations to direct outreach utilizing virtual and non-contact methods to obtain census response rates within the remaining time period for census operations.

Additional analysis of the originally proposed three (3) options sent out on July 2, 2020, have been further refined to a proposed **Incentivized Hybrid Option Plan 2.5**. This plan adds a digital outreach campaign to the Harris County Census outreach efforts and is similar to the digital outreach census campaigns in Cook, Riverside, Maricopa, Orange, and San Diego counties that are at 90% or above their 2010 Census response rate target.

To date Maricopa County has reached 97% of its 2010 response rate target and San Diego County is at 99%. Neighboring Fort Bend County, while not as large, is running an almost identical program and has achieved 95% of their 2010 response rate target. Communities that are engaging in direct digital outreach are showing a much better response rate than those engaged in traditional community outreach such as Dallas County which currently lags the other communities. At 56.3%³ (as of 7/9/2020) Harris County is

¹ <https://agenda.harriscountytexas.gov/2019/2019-03-26ag.pdf>

² <https://agenda.harriscountytexas.gov/2019/2019-05-14ag.pdf>

³ <https://2020census.gov/en/response-rates.html>

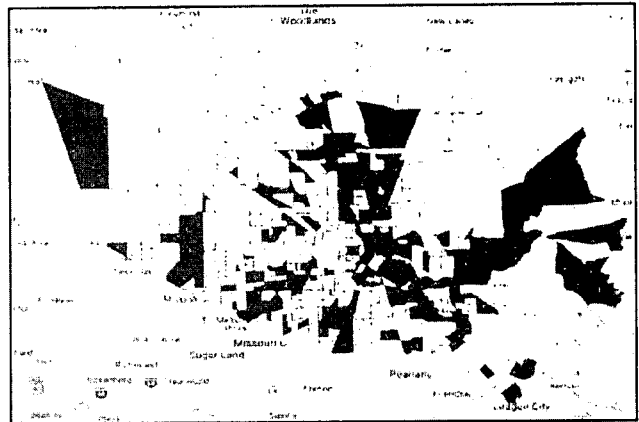
July 15, 2020

Exhibit B
Additional Services
(follows behind)

tracking 9th out of the 10 largest counties in the country for self-response rates with Maricopa, Orange, and San Diego counties leading the way. Please see attachment for list of communities compared.

INCENTIVIZED HYBRID OPTION PLAN 2.5 OVERVIEW

The core program will target all block groups that have a current response rate of less than 50%. The total population of 1,545,602 in targeted block groups will consist of Harris County (Non-COH): 730,487 (47.3%) and COH: 815,115 (52.7%). The program will extend the contract of only two (2) vendors through November 30, 2020 and will have two (2) primary components to increase response rates:



Map 1: Harris County <50% Response Rate Block Groups

COMPONENT #1: Digital Core/Research and Analysis Plan

Digital Core Direct Outreach Program (6 rounds of contact) - \$2,780,000.00

Outreach Strategist will provide and manage six (6) rounds of patch-thru live calls, peer to peer texting/SMS, direct mail along with digital advertising (Facebook/Instagram).

Research and Analysis - \$121,000.00

Civis Analytics will track response rates in hard to count block groups and field three surveys to measure the opinions and attitudes of the non-response population.

Total Cost of Component #1: \$2,901,000.00

COMPONENT #2: Benchmark Goal Incentive (additional \$1,095,000.00 awarded)

Digital Core Direct Outreach Program – Expansion to 9 rounds of contact

Outreach Strategist will have the ability to increase their digital core program to nine (9) rounds of live calls, texting/SMS, direct mail and digital advertising (Facebook/Instagram).

Component #2 incentive is ONLY available if the following are achieved:

1. Harris County meets or exceeds the benchmark goal response rate of 62%
2. The response goal is reached on or before September 30, 2020 as the U.S Census Non Response Rate Follow up ends October 31, 2020

Total Cost of Component #2: \$1,095,000.00

Grand Total Cost of Incentivized Hybrid Option 2.5 Plan: \$3,996,000.00

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 28th day of July, 2020 with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
CIVIS ANALYTICS, INC.

Commissioner A. Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and Civis Analytics, Inc.; for the purpose of extending the current term until November 30, 2020; for an additional One Hundred Twenty-One Thousand and No/Dollars (\$121,000.00) in appropriated funds; and to add certain language to the Master Agreement; under the same terms and conditions specified in the Master Agreement and this First Amendment. The Master Agreement and First Amendment are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

July 28, 2020

Approve: G/E

* and that the CSD work with the County Attorney to ensure the data is secure