



**Annise Parker  
Mayor**

*Request for Proposals for*

**Expanded Immunizations Services**

*Prepared by*



**Houston Department of  
Health and Human Services**  
Stephen L. Williams, MEd, MPA  
Director

**May 9, 2011**

**TO: PROSPECTIVE SUBMITTERS FOR EXPANDED IMMUNIZATION SERVICES AT HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES SITES**

**FROM: STEPHEN L. WILLIAMS, DIRECTOR, HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DATE: MAY 9, 2011**

**RE: Notice of Request for Proposals for Expanded Immunization Services**

Request for Proposals ("RFP") packets will be available beginning May 9, 2011. Prospective Proposers may obtain an RFP packet between the hours of 8 a.m. and 5 p.m., Monday through Friday, from the following location:

Houston Department of Health and Human Services  
8000 N. Stadium Dr., 8th Floor  
Houston, Texas 77054

Prospective proposers may also obtain a packet on line at: <http://www.houstonhealth.org>. Go to **Quick Links** and click ***Request for Proposals***.

A pre-proposal conference is scheduled for 10 a.m. on May 31, 2011 at the above address in the 1<sup>st</sup> Floor Auditorium. All prospective proposers considering the submission of a response are encouraged to attend this conference.

Submissions must be completed as requested in the RFP. **The deadline for submission of proposals is Wednesday, June 8, 2011 at 2:00 pm. RFP responses must be received at the following location:**

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby  
Houston, Texas 77002  
ATTENTION: Algia Hickenbotham

For further information about the RFP contact Algia Hickenbotham, Division Manager Regional Operations at 832-393-4874, or [Algia.Hickenbotham@houstontx.gov](mailto:Algia.Hickenbotham@houstontx.gov).

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**SECTION I. GENERAL INSTRUCTIONS**

- 1.0 Proposal Procedure:**
- 1.1 One (1) printed original, signed in BLUE ink, one paper copy **and** 1 (one) CD ROM are to be submitted in a sealed enveloped bearing the assigned Control Number located on the first page of the RFP document to:
    - 1.1.1 City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002
  - 1.2 The deadline for the submission of proposals to the City Secretary's Office is no later than **Wednesday, June 8, 2011 at 2:00 P.M.** Failure to submit the require number of copies as stated above may be subject for disqualification from the proposal process.
  - 1.3 Respondents may elect to either mail, or personally deliver, their submissions to the City Secretary's Office.
  - 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Submitter. Respondents may submit their submissions to the City Secretary's Office any time prior to the above stated deadline.

**2.0            *Submission:***

- 2.1 The submission must be signed by individual(s) legally authorized to bind the Submitter(s).

**3.0            *Pre-Proposal Conference:***

- 3.1 A Pre-Proposal Conference will be held **Tuesday, May 31, 2011 at 10:00 A.M.** at **8000 N. Stadium Drive, 1<sup>st</sup> Floor Auditorium, Houston, Texas 77054.** Interested Submitters should plan to attend. It will be assumed that potential Submitters attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

**4.0            *Additional Information and Specifications Changes:***

- 4.1 Requests for additional information and questions should be addressed to the Houston Department of Health and Human Services, Algia Hickenbotham, Division Manager Regional Operations at 832-393-4874, or Algia.Hickenbotham@houstontx.gov **no later than Friday, June 3, 2011 at 5:00 P.M.** local time. The City of Houston shall provide written response to all questions received in writing on or before the written question proposal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Submitters shall be notified in writing of any changes in the specifications contained in this Request for Proposals.

**5.0            *Addenda & Modifications:***

- 5.1 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing submission responses.
- 5.2 The City does not assume responsibility for the receipt of any addendum sent to Submitters.

**6.0            *Examination of Documents and Requirements:***

- 6.1 Each Submitter shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a submission to ensure that the submission meets the intent of this RFP.
- 6.2 Before submitting proposals, each Submitter shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Submitter from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposals.

**7.0 Post-Submission Discussions with Submitters:**

- 7.1 It is the City's intent to commence final negotiation with the Submitter(s) deemed most advantageous to the City. The City reserves the right to conduct post-submission discussions with any Submitter(s).

**8.0 Terms, Conditions, Limitations and Exceptions:**

- 8.1 This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a submission in response to this request.
- 8.2 *The submissions will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the submissions shall be available to the public.*
- 8.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Submitter by parties other than the City, at any time during the submission evaluation process.
- 8.4 In the event a Submitter submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 8.5 Submitter(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of submission evaluation committees).
- 8.6 Submitter(s) shall not collude in any manner, or engage in any practices, with any other Submitter(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate submissions, or portions thereof, for the purposes mentioned above.
- 8.7 All submissions submitted must be the original work product of the Submitter. The copying or paraphrasing of the work product of another Submitter is not permitted.
- 8.8 The RFP and the related responses of the selected Submitter will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Submitter and the City. The City and the selected Submitter may negotiate a contract or contracts for submission to City Council for consideration and approval. *In the event an agreement cannot be reached with the selected Submitter, the City reserves the right to select an alternative Submitter. The City reserves the right to negotiate with alternative Submitter the exact terms and conditions of the contract.*
- 8.9 Submitters, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions,

requirements, and specifications of the Request for Proposals at the time of submission to the City.

- 8.10 Any resulting Agreement(s) shall become effective on or about **August 19, 2011** for a term of three (3) calendar years. The City of Houston reserves the option of extending the agreement(s) on an annual basis for two (2) additional one-year terms or portions thereof.
- 8.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 8.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the contract negotiated.
- 8.13 Prime Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 8.14 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 8.15 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 8.16 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Submitter, which would impede or impair the proper and timely performance of the contract.
- 8.17 The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or submissions received prior to contract award.
- 8.18 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all submissions or any part thereof.
- 8.19 The City reserves the right to request clarification of any submission after they have been received.
- 8.20 The City reserves the right to select elements from different individual submissions and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all submissions. The City

reserves the right to reject specific elements contained in all submissions and to complete the evaluation process based only on the remaining items.

- 8.21 The selected Submitter must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of any resulting contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 8.22 After contract execution, the successful Submitter shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the submission. Any subcontracting not specified in the submission will need prior written approval from the City Purchasing Agent.
- 8.23 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 8.24 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

**9.0            *Invoicing:***

- 9.1 The City of Houston will invoice contractor pursuant to the terms of the agreement.

**10.0           *Indemnity and Release:***

- 10.1 RELEASE  
PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

- 10.2 INDEMNIFICATION  
PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE



UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

10.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

10.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

10.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

10.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

10.3 INDEMNIFICATION

10.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**11.0 *Indemnification Procedures:***

11.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

11.1.1 a description of the indemnification event in reasonable detail,

11.1.2 the basis on which indemnification may be due, and

11.1.3 the anticipated amount of the indemnified loss.

11.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

### 11.3 Defense of Claims

11.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

11.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

### **12.0 Insurance Requirements:**

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

12.1 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

12.1.1 Commercial General Liability Insurance including Contractual Liability:

12.1.1.1 \$500,000 per occurrence;

12.1.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

12.1.2.1 Amount shall be statutory amount.

12.1.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

12.1.3 Automobile Liability (See Note Below):

12.1.3.1 \$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

12.1.4 Employer's Liability

12.1.4.1 Bodily injury by accident \$100,000 (each accident)

12.1.4.2 Bodily injury by disease \$100,000 (policy limit)

12.1.4.3 Bodily injury by disease \$100,000 (each employee)

12.1.5 Professional Liability (If Applicable)

12.1.5.1 \$500,000 per occurrence \$1,000,000 aggregate

12.2 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

12.3 All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

12.4.1 (See Insurance Requirements Exhibit for a sample insurance certificate format).

**12.4.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.**

12.5 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

12.5.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

12.5.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

12.5.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

12.5.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

12.5.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

12.5.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

12.5.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

12.5.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

12.5.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

12.5.10 Proof of Insurance: On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

12.5.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

12.5.10.2 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

12.5.10.3 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

12.5.10.4 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12.5.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

**13.0 Contractor Performance Language:**

13.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

**14.0**            ***Inspections and Audits:***

- 14.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**15.0**            ***Interpreting Specifications:***

- 15.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Submitters from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 15.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the submission due date. Results of informal meetings or discussions between a potential Submitter and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

**16.0**            ***Local Minority/Women Businesses Enterprises Participation:***

- 16.1 CONTRACTOR SHALL COMPLY WITH THE CITY'S MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PROGRAMS AS SET OUT IN CHAPTER 15, ARTICLE V OF THE CITY OF HOUSTON CODE OF ORDINANCES. CONTRACTOR SHALL MAKE GOOD FAITH EFFORTS TO AWARD SUBCONTRACTS OR SUPPLY AGREEMENTS IN AT LEAST 0% OF THE VALUE OF THIS AGREEMENT TO MWBES. CONTRACTOR ACKNOWLEDGES THAT IT HAS REVIEWED THE REQUIREMENTS FOR GOOD FAITH EFFORTS ON FILE WITH THE CITY'S AFFIRMATIVE ACTION DIVISION AND WILL COMPLY WITH THEM.
- 16.2 CONTRACTOR SHALL REQUIRE WRITTEN SUBCONTRACTS WITH ALL MWBE SUBCONTRACTORS AND SHALL SUBMIT ALL DISPUTES WITH MWBES TO BINDING ARBITRATION IN HOUSTON, TEXAS IF DIRECTED TO DO SO BY THE AFFIRMATIVE ACTION DIVISION DIRECTOR. IF CONTRACTOR IS AN INDIVIDUAL PERSON (AS DISTINGUISHED FROM A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY), AND THE AMOUNT OF THE SUBCONTRACT IS \$50,000 OR LESS, THE SUBCONTRACT MUST ALSO BE SIGNED BY THE ATTORNEYS OF THE RESPECTIVE PARTIES.

**17.0**            ***City Contractors' Pay or Play Program:***

- 17.1 The requirements and terms of the City of Houston Pay or Play Program, as set

out in Executive Order 1-7, are incorporated into this agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this agreement. This provision requires certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your submission.

**18.0 City Contractor Ownership Disclosure Ordinance:**

- 18.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 18.2 Completion of **Exhibit IV** –"Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or submission.

**19.0 Contractor Debt:**

- 19.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.**

**20.0 City of Houston Fair Campaign Ordinance:**

- 20.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit III** of this RFP describes the contract and documentation requirements relating to this ordinance.

**21.0 Drug Detection and Deterrence Procedures for Contractors:**

- 21.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the

Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Submitter must certify to its compliance with this policy. **EXHIBIT V** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B and C). These forms must be completed and returned prior to award.

**22.0 Project Administration:**

22.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Manager at the pre-submission conference.

**23.0 Schedule:**

23.1 Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

<b>23.2</b>	<b><u>EVENT</u></b>	<b><u>DATE</u></b>
	Date of issue of the RFP	May 9, 2011
	* Tours of Facilities	May 23-26, 2011
	Pre-Proposal Conference	May 31, 2011
	Proposals due	June 10, 2011
	Oral Presentations	June 20-24, 2011
	Notification of intent to award ( <i>Estimated</i> )	July 6, 2011
	Council Agenda Date (Tentative)	August 10, 2011
	Contract start date ( <i>Estimated</i> )	August 19, 2011

\*Tour schedule will be posted at: <http://www.houstonhealth.org>, Quick Links - Request for Proposals.



## SECTION II. SCOPE OF WORK

### 1.0 **Purpose**

- 1.1 The Houston Department of Health and Human Services currently operates five (5) health centers that provide walk-in immunization services for children and adults through the federal/state funded Vaccines for Children and 317 programs along with supplemental funding from the City of Houston.
- 1.2 HDHHS seeks to expand the availability of immunization services in its network of health centers and multi-service centers by expanding the availability of immunization services in HDHHS facilities.
- 1.3 HDHHS is seeking to enter into an agreement for shared services with a vaccine provider, who can offer referred clients a medical home and who can provide vaccines at of the following locations:
  - 1.3.1 Acres Home MSC, 6719 W. Montgomery, Houston, Texas 77091
  - 1.3.2 Sunnyside MSC, 4605 Wilmington Street, Houston, Texas 77051
  - 1.3.3 Southwest MSC, 6400 High Star, Houston, Texas 77074
  - 1.3.4 Northeast MSC, 9720 Spaulding, Houston, Texas 77016
  - 1.3.5 Sharpstown Health Services, 6201 Bonhomme, Houston, TX 77036
  - 1.3.6 Denver Harbor MSC, 6402 Market Street, Houston Texas 77020

\* Preference will be given to proposers who propose to provide services at **ALL** above referenced locations.

- 1.4 The vaccine services requested will be co-located in the above facilities with WIC centers that are operated by HDHHS.
- 1.5 The following patient volumes are seen in each center per year:

1.5.1	Acres Home WIC	2913
1.5.2	Sunnyside WIC	3846
1.5.3	Southwest WIC	9134
1.5.4	Northeast WIC	3720
1.5.5	Sharpstown WIC	5334
1.5.6	Denver Harbor WIC	3331

- 1.6 The goals to be accomplished are as follows:

- 1.6.1 **Goal 1:** Increase the City's immunization rates in WIC centers to  $\geq 90\%$ .
- 1.6.2 **Goal 2:** Decrease vaccine preventable illnesses.
- 1.6.3 **Goal 3:** Prevent outbreaks of contagious diseases.

### 2.0 **Services to be Provided by the City**

- 2.1 At the designated locations, the City agrees to maintain a data base and vaccination recall schedule for patients of record. The City will provide the following services:

- 2.1.1 Identify recall schedules;
- 2.1.2 Assist clients with eligibility for services for which they may be eligible;
- 2.1.3 Refer clients without a medical home or who are not up to date on Immunizations;
- 2.1.4 Send out reminder notices to patient/parent/legal guardian to make appointment for next vaccination(s);
- 2.1.5 If no appointment is made prior to date vaccination is due, call the patient/parent/legal guardian to assist in making an appointment;
- 2.1.6 If patient fails to show for appointment, call the patient/parent/legal guardian to assist in making another appointment;
- 2.1.7 Participate in community outreach efforts to enhance the City's immunization rates;
- 2.1.8 Maintain a current data base;
- 2.1.9 Provide approximately 500 - 750 square feet of space in each of the referenced facilities for vaccine services;
- 2.1.10 Provide quality assurance by performing audits twice annually to ensure patients are up-to-date with their vaccinations;
- 2.1.11 Collect data and generate reports required by HDHHS; and
- 2.1.12 Assure confidentiality of medical/immunization information.

### **3.0 Services to be Provided by the Selected Vaccine Provider**

- 3.1 The selected Vaccine Provider agrees to:
  - 3.1.1 Provide the immunizations for Houston area residents during the term of this contract;
  - 3.1.2 Provide its patient data base and link from which the City can track recall reminders for immunizations;
  - 3.1.3 Obtain patient/parental/legal guardian informed consent for vaccinations;
  - 3.1.4 Provide written and verbal vaccine information;
  - 3.1.5 Provide necessary forms in both Spanish and English, to include: vaccine information, consent forms, referral forms, and any other forms applicable to the program. Provide translation services when the patient/parent/legal guardian's language is neither Spanish nor English;
  - 3.1.6 Provide space in which to conduct quality assurance audits for vaccination compliance;
  - 3.1.7 Maintain immunization records and other related paper work in a safe, secure place;
  - 3.1.8 Verify insurance and conduct third party billing and collect client co-pays for vaccine services provided;
  - 3.1.9 Reimburse HDHHS for administrative and Project Milestone services (reminder/recall, eligibility, service linkage);
  - 3.1.10 Assure confidentiality of medical/immunization information;
  - 3.1.11 Assure that data is entered into IMMTRAC;
  - 3.1.12 Collect data and generate reports;
  - 3.1.13 Participate in the Vaccine of Children (VFC) program; and
  - 3.1.14 Be responsible for apportioned janitorial, maintenance, and utility services.
  - 3.1.15 Compensate HDHHS monthly of an amount of no less than \$40,000 per location per year for the services and space provided
  - 3.1.16 Purchase, install or construct all improvements, upon receipt of prior approval from HDHHS, in the designated operating area no later than 90

days after the award of the Contract.

#### **4.0 Eligible Applicants**

- 4.1 Organizations eligible to apply include units of local government, public or private non-profit organizations, private doctors and for-profit service organizations.

#### **5.0 Proposal Content**

- 5.1 Organizational Capacity (narrative must not exceed 5 pages and must include required attachments).
- 5.2 Expanded Immunization Service Delivery Narrative. The narrative portion of the application must provide all the information requested. The narrative must be formatted with one-inch margins and double-spaced on 8 ½" x 11" paper. Minimum font size is 11 pitch. A separate narrative scope can be submitted for each facility where services are proposed. Each narrative must not exceed 2 pages; therefore the total number of pages of service delivery narratives must not exceed 12 pages.
- 5.3 Organize the project narrative with clear headings and subheadings and in the same order as the outline provided in Section III, Article 7.

**NOTE: THE CITY RESERVES THE RIGHT TO EXPAND THE CRITERIA LISTED ABOVE OR TO EXPAND SPECIFIC CRITERIA: THE CITY WILL NOT ELIMINATE ANY LISTED CRITERION.**

#### 5.4 Departmental Recommendation

5.4.1 A recommendation will be presented to the Director of HDHHS and upon consideration the recommended award will be forwarded to the City Council for review and consideration. The Mayor and City Council maintain final authority in awarding or denying contracts with the City of Houston.

#### **6.0 General Limitations**

##### 6.1 Funding Limitations

6.1.1 No funds are allocated by the City of Houston in connection with this RFP.

##### 6.2 Award and Negotiation

**6.2.1 Issuing this RFP does not commit the City of Houston to award a contract/agreement in response to this request, or to procure, contract, or reimburse for supplies related to this Request For Proposals.** The City of Houston reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified sources, or to cancel in part or in its entirety, the RFP, if it is in the best interest of the City of Houston to do so. The City reserves the right to conduct post-bid discussions with any responders that have a realistic possibility of lease award including a request for additional information and requests for "Best and Final" offers.

##### 6.3 Award Letter

6.3.1 HDHHS will issue an Invitation to Negotiate Letter to the successful Submitter.

#### 6.4 Property of Proposal

6.4.1 The proposals will become part of the City's official files without any obligation on the City's part.

#### 6.5 Importance of Proposal Content

6.5.1 The contents of successful Proposals may become contractual obligations. The Submitter must be prepared to accept those obligations for any activities described within the Proposal.

#### 6.6 Confidentiality

6.6.1 All responses shall be held confidential from all parties other than the City until the awarding of the contract. Afterward, the proposals shall be available to the public.

6.6.2 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Submitter by parties other than the City, at any time during the proposal evaluation process.

#### 6.7 Gratuities

6.7.1 The Submitter shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including members of proposal evaluation committees) for the purpose of influencing consideration of a Proposal.

#### 6.8 Relationship between RFP and Lease/Agreement

6.8.1 This RFP and the related responses of the selected Submitter may by reference become part of the formal agreement between the selected responder and the City.

### **7.0 Submitter Responsibilities**

7.1 The Submitter will be required to assume full responsibility for delivery of all services specified in the contracted agreement. Submitters, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a submission is made to the City.

7.2 Submitter assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Submitter or is sub-contracted by the Submitter to another organization. HDHHS shall bear neither responsibility nor liability for the quality of services provided by Lessee. HDHHS' relationship to Lessee shall be strictly that of landlord/tenant.

**8.0 Project Administration and Monitoring**

8.1 Overall monitoring shall be performed by Houston Department of Health and Human Services. Contractor shall provide monthly reports of clients served.

**9.0 Narrative For Organizational Capacity**

9.1 Organization Background

9.1.1 Describe your organization's history and mission. If chartered, include incorporation date, Include an organizational chart and financial statements for the past two years. Include information on the current staff size and the educational background and work experience of key management staff.

9.1.2 Provide information about the board of directors, at a minimum, include information on any vacancies, a list of subcommittees, and information on how often the board and subcommittees meet. Consideration will be given to board members attendance at board meetings.

9.1.3 Provide a description of the accounting operations in your organization. Provide the name the type of accounting software utilized. Provide the titles, experience and education of accounting staff and provide the duties assigned to those personnel.

9.1.4 Description of the type (s) of services currently provided that demonstrates the organization's ability to attain the specific objectives of the proposed project. Indicate the type of health insurance coverage your patients have, together with a list of public health/medical care programs that reimburse your organization for the type of care provided.

9.1.5 The total number of persons currently served annually by your organization.

9.1.6 Information on office(s) or centers currently utilized to provide services. Include the city and county and physical address and the staffing at the centers.

9.1.7 Description of your organization's experience in addressing the health care and/or human service needs of indigent people.

**10.0 Financial Information**

10.1 Budget

10.1.1 Budget Documents-Include proposed projections for cost of providing services. This information is to be provided in addition to the Financial Reports requested below.

10.1.2 Source of funds – A disclosure of projected funding from all other sources for this project is required for budget analysis.

## 10.2 Financial

10.2.1 Financial Reports – A copy of your organizations' two (2) most recent comprehensive annual financial reports must be submitted with your proposals. A description of how cash flow needs will be met is required.

10.2.2 Previous Audits – A copy of your organizations' two (2) most recent audits must be submitted with your submission. Note: Copies of your Comprehensive Single Audits are preferred, if available. Note: If "a" and "b" are combined in one report, there is no need to submit two copies of the document.

## 10.3 Key Staff

10.3.1 Job descriptions of staff involved with implementation success

10.3.2 Curriculum Vitae of key staff that will be instrumental in implementation success

10.4 Organizational Readiness- Describe your organization's readiness to assume management and operations of the facility by August 19, 2011 with minimal disruption of existing services

## 10.5 Required Support Documentation

NOTE: A copy of the following items should be submitted with the original submission.

10.5.1 Authorized Signatures - Submit an executed copy of Attachment B certifying those officers or employees of the Company/ Organization having the authority to carry out the performance contemplated by a contract and designating the person or persons who can execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.

## **11.0 Narrative For Expanded Immunization Services**

11.1 The narrative portion of the application must provide all the information requested. The narrative must be formatted with one-inch margins and double-spaced on 8 ½" x 11" paper. Minimum font size is 11 pitch. Organize the project narrative with clear headings and subheadings in the same order as listed in the RFP. The narrative (excluding required attachments) must not exceed 12 pages.

11.2 Describe the services to be provided in the health center. At minimum, this section should address the following topics:

11.2.1 Service Delivery Plan –Services are to be provided in accordance with generally accepted standards and practices for provision of those services.

- 11.2.1.1 Provide information on how participants will be screened for eligibility to receive services and the sliding fee scales to be used
- 11.2.1.2 Provide a projection of the number of individuals to be served during a 12-month period.
- 11.2.1.3 Indicate the hours and days of operation.
- 11.2.1.4 Provide information on your fee assessment policies and procedures. Attach a copy of your sliding fee scale if one is used.
- 11.2.2 Staffing – Describe proposed staffing for the facility (type of staff, number, etc.) A statement concerning the proposed recruitment, training, supervision and ongoing management of staff in the proposed services should be included.
- 11.2.3 Coordination and Collaboration – Specifically describe of how you intend to coordinate and collaborate services with HDHHS.
- 11.2.4 Compliance/Standards of Care- The Submitter shall agree to provide services in accordance with applicable national, state and local laws and standards of medical practice for such services. Please describe audits and monitoring that your organization is subject to as a provider of medical services.
- 11.2.5 Timeline-Please describe timeline for implementation to include transition of management from HDHHS to your organization and initiation of new services.
- 11.2.6 Clinic Layout- Describe the proposed layout for the delivery of immunization services and provide blueprints of all proposed construction designs for the layout.
- 11.2.7 Billing- Describe your capability for doing third party billing.
- 11.2.8 Payment to City – Describe how you propose to compensate the City for the space and services provided for the this expansion project.

### **SECTION III. SUBMISSION OUTLINE AND CONTENT**

To simplify the review process and to obtain the maximum degree of comparability, the submission must follow the outline as set forth below and, at a minimum, contain the information as requested. Submitters are encouraged to include additional relevant information.

#### **1.0 Title Page:**

- 1.1 The title page should include the title of the RFP and number, the name and address of the Submitter, and the date of the submission.

#### **2.0 Proposal Form:**

- 2.1 SUBMISSIONS MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE SUBMITTER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

#### **3.0 Letter of Transmittal:**

- 3.1 A letter of transmittal shall include the following:
  - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Submitter.
  - 3.1.2 A statement that the person signing the letter of transmittal is authorized to legally bind the Submitter; of this RFP.

#### **4.0 Expertise/Experience/Qualification Statement:**

- 4.1 A brief statement describing the Submitter's background information, history, resources and/or track record. Please limit to three (3) pages.
- 4.2 An Organizational Chart.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.4 Provide copies of key personnel certifications and/or licenses.

#### **5.0 Proposed Strategy & Operational Plan:**

- 5.1 Provide a detailed description and methodology of the proposed plan for establishing expanded immunization services, which should include, but not be limited to the following:
  - 5.1.1 A brief statement of the Submitter's understanding of the work to be done.
  - 5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP intended Scope of Work.



## **6.0**

### ***Financial Statement:***

- 6.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

## **7.0**

### ***Contents:***

- 7.1 The contents should be identified by section, description, and page number and should include, at a minimum, the following sections:
  - 1.1 Title Page
  - 7.1.2 Signed and Notarized Proposal Form (Exhibit II)
  - 7.1.3 Letter of Transmittal
  - 7.1.4 Narrative For Organizational Capacity
  - 7.1.5 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel
  - 7.1.6 Narrative For Expanded Immunization Services
  - 7.1.7 Proposed annual compensation amount to be paid to the City
  - 7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years
  - 7.1.9 Certificate of Insurance Explanations and required insurance documentation (Exhibit I)
  - 7.1.12 Fair Campaign Ordinance Form "A" (Exhibit III)
  - 7.1.13 Affidavit of Ownership or Control (Exhibit IV)
  - 7.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit V)
  - 7.1.15 Anti Collusion Statement (Exhibit VI)
  - 7.1.16 Conflict of Interest Questionnaire (Exhibit VII – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)
  - 7.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit VIII)
  - 7.1.18 Requested Information Outlined in the Scope of Work & Other Additional Relevant/Supporting Information or Alternate Proposals.

## **SECTION IV. EVALUATION AND SELECTION PROCESS**

## **1.0**

### ***Evaluation Summary:***

- 1.1 An evaluation committee will develop a short list of respondents and those short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

## **2.0**

### ***Selection Process***

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the

Submitter. The Submitter shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Submitter fails to satisfy the City that the Submitter is properly qualified to provide the services contemplated. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1 Organizational Capacity	50%
2.1.2 Proposed Strategy & Operational Plan:	20%
2.1.3 Expertise/Experience/Qualifications:	20%
2.1.4 Conformance to RFP Requirements	20%
2.1.5 Financial Strength of Vendor:	20%
2.1.6 Amount Submitter proposes to pay City for services and use of the space:	20%
<b>Total:</b>	<b>150%</b>

## Exhibit I

### CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate.

**SAMPLE FOR AWARD OVER \$50,000.00**  
**ACORD. CERTIFICATE OF INSURANCE** Issue Date (MM/DD/YY)

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ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

**COMPANIES AFFORDING COVERAGE**

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

## COVERAGES

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.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	<b>General Liability</b> (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	<b>Automobile Liability</b> (X) Any Auto (X) All Owned Autos ( ) Scheduled Autos ( ) Hired Autos ( ) Non-Owned Autos ( ) Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person)\$ Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	<b>Excess Liability</b>			Each Occurrence Aggregate	\$ \$
	<b>Worker's Compensation and Employee Liability</b>	Statutory Limits	(X) <b>Statutory Limits</b>	Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	<b>Other</b>				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below.  
For (Project Name)

CERTIFICATE HOLDER

CITY OF HOUSTON / FINANCE AND ADMINISTRATION  
STRATEGIC PURCHASING DIVISION  
P.O. BOX 1562  
HOUSTON, TEXAS 77251

**MUST BE MODIFIED AS FOLLOWS:**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

**EXHIBIT II**

**PROPOSAL FORM**

**NOTE: PROPOSALS MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE SUBMITTER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.**

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

\_\_\_\_\_  
(print or type name of Contractor – full company name)

By: \_\_\_\_\_  
(signature of authorized officer or agent)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(signature, name and title of Affiant)

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## EXHIBIT III

### ***CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE***

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR SUBMISSION FOR A CITY CONTRACT.**

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or submission.





**LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)**

Name \_\_\_\_\_  
\_\_\_\_\_ Officer

Address

Name \_\_\_\_\_  
\_\_\_\_\_ Officer

Address

Name \_\_\_\_\_  
\_\_\_\_\_ Officer

Address

**LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)**

Name \_\_\_\_\_  
\_\_\_\_\_

Address

Name \_\_\_\_\_  
\_\_\_\_\_

Address

Name \_\_\_\_\_  
\_\_\_\_\_

Address

**I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.**

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

## EXHIBIT IV

### ***CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:***

**City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.**

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid, proposal, or submission, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid, proposal or submission.



5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

**Contracting Entity**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: \_\_\_\_\_  
Tax Account Nos. \_\_\_\_\_  
Case or File Nos. \_\_\_\_\_  
Attorney/Agent Name \_\_\_\_\_  
Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_  
Tax Years \_\_\_\_\_

Status of Appeal [**DESCRIBE**]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V*****Drug Detection And Deterrence Procedures For Contractors***

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**DRUG POLICY COMPLIANCE AGREEMENT  
ATTACHMENT A**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
**(Name of Company)** (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**DRUG POLICY COMPLIANCE DECLARATION  
ATTACHMENT "B"**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
**(Name of Company)** (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_ 2011. \_\_\_\_\_.

            
**Initials** A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

            
**Initials** Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

            
**Initials** Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

            
**Initials** Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

            
**Initials** From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred  
(start date) (end date)

	<u>Random</u>	<u>Suspicion</u>	<u>Reasonable Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

            
**Initials** Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

            
**Initials** I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**



**ATTACHMENT "C"**

**Contractor's Certification Of No Safety Impact Positions In Performance Of A City Contract**

I, \_\_\_\_\_  
**(Name) (Print/Type) (Title)**

as an owner or officer of \_\_\_\_\_  
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

ATTACHMENT "D"

I \_\_\_\_\_ as an owner or officer of  
**(NAME) (PRINT/TYPE)**

\_\_\_\_\_ (Contractor)  
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CONTRACTOR'S NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

Orig. Dept.: \_\_\_\_\_

File/ I.D. No.: \_\_\_\_\_

**EXHIBIT VI**

***Anti-Collusion Statement***

The undersigned, as Submitter, certifies that the only person or parties interested in this submission as principals are those named herein; that the Submitter has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Submitter Signature

**EXHIBIT VII*****CONFLICT OF INTEREST QUESTIONNAIRE:***

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at [http:// www.ethics.state.tx.us/ forms/ CI Q.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1<sup>st</sup>** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1<sup>st</sup> and September 1<sup>st</sup> of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

**EXHIBIT VIII**

**City of Houston  
Pay or Play Program  
Acknowledgement Form**

**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City Vendor ID

\_\_\_\_\_  
Company Name Phone Number  
Email Address

**Document 00460  
(Form POP-1A)**

Revised 07-22-2008