

THE HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES (HDHHS) INVITES PROSPECTIVE CONTRACTORS TO SUBMIT A WRITTEN PROPOSAL FOR HOUSTON/HARRIS COUNTY CAPACITY BUILDING COMMUNITY TRANSFORMATION INITIATIVE FOR THE CITY OF HOUSTON. PROPOSALS ARE SOLICITED FOR THIS SERVICE FOR THE CITY OF HOUSTON IN ACCORDANCE WITH THE TERMS, CONDITIONS AND INSTRUCTIONS AS SET FORTH IN THIS REQUEST FOR QUOTATION (RFQ).

HDHHS will receive quotations until the stated deadline. All pages must be numbered and reference the quotation number (CTI- RQ0001):

Solicitation Due Date/Time: **April 13, 2012 at 2:00 P.M. CST**

Submittal Location: **City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002**

In accordance with T.L.G.C. § Chapter 252, competitive sealed Qualification Packages for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

There will be a **Pre-Bid Conference on Monday, March 19, 2012 at 2:00 pm**, at the West End Multi-Service Center, Auditorium Room 305 170 Heights Blvd. Houston, Texas 77007 713.803.1050

Interested Proposers should plan to attend. It will be assumed that Proposers attending this meeting have reviewed the RFQ in detail and are prepared to bring up any substantive questions, which have not already been addressed. Those who cannot attend the Pre-Bid Conference may submit their written inquiries to the email address below:

communitytransformation@houstontx.gov no later than Friday, March 16, 2012 by 5:00 P.M.

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

E-Mail Address: communitytransformation@houstontx.gov

1.0 INTRODUCTION:

1.1 The City of Houston, Houston Department of Health and Human Services (HDHHS) seeks qualified companies to serve as "Contractors" to undertake an initiative to coordinate and mobilize local resources to collectively address health challenges and conditions, including chronic diseases, in the Houston/Harris County area.

2.0 SUBMITTAL PROCEDURE:

2.1 Seven (7) hardcopies of the Proposal Packages, including one (1) printed original signed in BLUE ink (clearly marked "**Original**"), six (6) copies (clearly marked "**Copy**"), are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFQ document to:

**SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. CTI-RQ0001**

**City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002**

2.2 The deadline for the submittal of the Proposal Package to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFQ document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

2.3 Respondents may elect to either mail or personally deliver their Proposal Package to the City Secretary's Office.

2.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Bidder. Bidder(s) may submit their Proposal Packages to the City Secretary's Office any time prior to the stated deadline.

3.0 QUALIFICATIONS FORMAT:

3.1 The Proposal Package should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

3.2 The Proposal Package must be signed by an individual(s) legally authorized to bind the Bidder(s) Company, and must contain a statement that the Proposal Packet shall remain firm for a period of one hundred-eighty (180) days.

4.0 MANDATORY PRE-QUALIFICATION CONFERENCE:

4.1 A Mandatory Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFQ document. Interested Bidder(s) should plan to attend. It will be assumed that potential Contractor(s) attending this meeting have reviewed the RFQ in detail, and are prepared to bring up any substantive questions not already addressed by the City.

5.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

5.1 Requests for additional information and questions should be addressed to the Houston Department of Health and Human Services, Houston/Harris County Community Transformation Initiative Program at this email address: communitytransformation@houstontx.gov, no later than Friday, March 16, 2012 at 5:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the RFQ. Bidder(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

6.0 LETTER(S) OF CLARIFICATION:

6.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) 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 RFQ should be used in preparing Qualifications responses.

6.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Bidder(s).

7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

7.1 Each Bidder shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Qualification Packages to ensure that the Qualification Packages meets the intent of this RFQ.

7.2 Before submitting Proposal Packages, each Bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFQ.

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Failure to make such investigations and examinations shall not relieve the Contractor from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

8.0 EXCEPTIONS TO TERMS AND CONDITIONS:

8.1 All exceptions included with the Proposal Packages shall be submitted in a clearly identified separate section of the Proposal Packages in which the Bidder clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Bidder's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

8.2 All Exceptions that are contained in the Proposal Packages may negatively affect the City's Proposal Packages evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of Proposal Packages.

9.0 POST-QUALIFICATION DISCUSSIONS WITH BIDDER(S):

9.1 It is the City's intent to commence final negotiation with the Bidder(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Proposal Packages discussions with any Bidder(s).

10.0 PROTEST:

10.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFQ.

10.2 A protest shall include the following:

10.2.1 The name, address, e-mail, and telephone number of the protester;

10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

10.2.3 Identification of the RFQ description and the RFQ or contract number;

10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

10.2.5 The desired form of relief or outcome, which the protester is seeking.

10.3 TYPES OF PROTEST:

10.4 Protest Regarding RFQ Solicitation

10.4.1 All pre-award protest regarding the RFQ solicitation must be filed no later than ten (10) days prior to the deadline to submit offers.

10.4.2 This type of protest includes a claim that the RFQ solicitation contained exclusionary or discriminatory specifications, or a claim that the qualification documents or the qualifications process violate a federal, state or local law, or that the City failed to follow its own regulations.

10.5 Protest Regarding the Evaluation of Bidders

10.5.1 Any protest regarding the evaluation of proposals must be filed no later than ten (10) days from the day that the City announces a final decision regarding the selection of any Bidder(s). Any protest filed after such date will not be considered as a valid protest, but may be considered by the City if deemed advantageous to the City.

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10.5.2 This type of protest challenges the determination of the City's responsiveness of any offer or the responsibility of any Bidder, or errors in calculation of the evaluation, or challenges that the City's evaluation process violated a federal, state or local law or its own regulations.

10.6 Response to a Protest by the City Purchasing Agent or Designee

10.6.1 When the City Purchasing Agent or Designee deems any protest received to be valid, pursuant to the provisions of Section 10.0 "PROTEST" cited above, the City Purchasing Agent or Designee will notify the protestor in writing within ten (10) business days of making such determination. The City Purchasing Agent or Designee may, where appropriate, request that the protestor furnish additional information regarding the protest. The City Purchasing Agent or Designee may, at its sole discretion, meet with the protestor to review the issues raised in the protest.

10.6.2 Except as otherwise provided in the Section 10.12 "DECISIONS BY THE CITY PURCHASING AGENT OR DESIGNEE", consideration of the protest, will be in accordance with the provisions presented below.

10.7 RFQ Solicitation Protests

10.7.1 Upon receipt of a valid protest regarding RFQ solicitation, the City may at its sole discretion, postpone the deadline for submission of quotations until resolution of the protest. If the protest regarding the RFQ solicitation includes a claim of unduly restrictive or exclusionary specifications, in considering the protest, the City will, review both the specific needs of the City for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the City determines that such feature or item was included in the specification in order to meet a legitimate need and that it is not unduly restrictive of competition or designed to exclude a particular competitor, then the City will deny the protest.

10.8 Protest Regarding Evaluation of Bidder

10.8.1 Upon receipt of a valid protest regarding the evaluation of Bidders, the City may suspend its evaluation of any or all Bidders until resolution of the protest. Unless the City determines that the protestor has established that there are reasonable doubts regarding the responsiveness or the responsibility of a Bidder or it determines that the evaluation process is not in compliance with federal or state law or its regulations, then the protest will be denied.

10.9 Post-Award Protest

10.9.1 Upon receipt of a timely, valid, protest regarding the approval/award of the qualifications agreement, the City may issue a stop work order, if necessary, until the resolution of the protest. Unless the City determines that the protestor has established a prima facie case that the qualifications agreement was approved/awarded fraudulently or in violation of a federal, state or local law or its regulations, then the protest will be denied.

10.10 Decision by the City

10.10.1 As indicated above, in some instances, the City may suspend the qualification action upon receipt of a valid protest. However, the City reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the proposal/bid process in the following instances:

10.10.2 A. when failing to fulfill the need for the items or services would cause irreparable harm

10.10.3 B. when it is determined that the protest is vexatious or frivolous; or

10.10.4 C. when delivery or performance will be unduly delayed or other undue harm would occur by delaying the selection of qualified vendors

10.10.5 After review of a protest submitted under these provisions, the City will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the City's independent investigation of the matter. If the protest is upheld, the City will take appropriate action to correct the procurement

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to protect the rights of the protestor, including, but not limited to, reissuance of the solicitation, revised evaluation of the Bidders or the City conclusion of the evaluation of the offers, or termination of the proposal agreement. If the protest is denied, the City will terminate the suspension of the any procurement activity that was imposed during the consideration of the protest and will proceed with the proposals agreement.

11.0 DEBRIEFINGS:

- 11.1 The purpose of a debriefing is to allow the City to explain to a Bidder why his/her proposal packet was not selected. Debriefings will only be provided if they are requested by an unsuccessful Bidder. Debriefing request shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFQ. Debriefings must be filed no later than ten (10) days from the day that the City announces a final decision regarding the selection of any Bidder(s).
- 11.2 A debriefing shall include the following:
- 11.2.1 The name, address, e-mail, and telephone number of the Contractor;
- 11.2.2 The signature of the Contractor or its representative who has the delegated authority to legally bind its company;
- 11.2.3 Identification of the RFQ description and the RFQ number;
- 11.2.4 Bidder must submit a list of questions in advance of any debriefing.
- 11.2.5 Bidder questions can only be about his/her qualifications packet, the RFQ, the Bidder's response and/or evaluated score. The City will confine its answers to only these questions in the debriefing. The debriefing will not discuss how the Bidder compares to other responding Bidders.
- 11.2.6 After the City receives the formal debriefing request and questions from the Bidder, the City Purchasing Agent or Designee will meet with the City Evaluation Committee to discuss and prepare responses to the questions; the Bidder debriefing will be scheduled at the convenience of the City Purchasing Agent and/or Designee.
- 11.2.7 The Bidder will be notified by the City if any of the questions do not fit within the scope of the debriefing and/or will not be answered.
- 11.2.8 The debriefing meeting will last no longer than one hour (or some other time limit as determined by the City Purchasing Agent and/or Designee).
- 11.2.9 The Bidder will need to provide in advance a list of the attendees, the company they represent, titles and functional roles. If the Bidder is bringing an attorney, then a Legal representative from the City will attend. If Bidder brings an unannounced attorney, the debriefing will be re-schedule to allow the City ample time to have Legal representative available.
- 11.2.10 The City Purchasing Agent and/or designee will only address the questions submitted in writing beforehand.

12.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION:

- 12.1 By submission of its Request for Quotation Package, Bidder(s) certifies that it is not ineligible for participation in Federal or State assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify the City in writing immediately if Bidder is not in compliance with Executive Order 12549 during the term of the contract. Proposer agrees that it shall refund the City for any payments made to it while ineligible.

UNIFORM INSTRUCTIONS TO BIDDER(S) SOLICITATION NO. CTI-RQ0001

- 1.0 This RFQ 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 Qualification Packages in response to this request.
- 2.0 The Proposal Packages 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 a Contractor agreement is approved by the City. Afterward, the Proposal Packages shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Bidder by parties other than the City, at any time during the Proposal Packages evaluation process.
- 4.0 In the event a Bidder submits a trade secret or confidential information to the City, the information must be clearly labeled as a **"Trade Secret" or "Confidential."** The City will maintain the confidentiality of such information to the extent provided by law.
- 5.0 Bidder(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 RFQ evaluation committees).
- 6.0 Bidder(s) shall not collude in any manner, or engage in any practices, with any other Bidder(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 RFQ; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 All Proposal Packages submitted must pertain to the Bidder. The copying or paraphrasing of another Bidder is not permitted.
- 8.0 The RFQ and the related responses of the selected Bidder(s) will by reference become part of any formal Agreement between the selected Bidder and the City. The City and the selected Bidder may negotiate an agreement or agreements. In the event an Agreement cannot be reached with the selected Bidder, the City reserves the right to select an alternative Contractor(s). The City reserves the right to negotiate with alternative Contractor(s) the exact terms and conditions of the agreement.
- 9.0 Bidder(s), 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 RFQ at the time a Proposal Packages is submitted to the City.
- 10.0 Any agreement(s) arising from the qualifications package shall be for a term of one (1) year. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for one (1) additional year, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the successful Bidder(s).
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Bidder. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Contractor personnel essential to the continuity, and the successful and timely completion of project(s) should be available for the duration of the project unless substitutions are approved in writing by the City HDHHS Director or his/her designee.
- 14.0 The successful Bidder will be expected to adhere to all standard contractual requirements of the City which may include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor Business Structure and Assignments; Sub-Contractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Contractor must promptly report to the City HDHHS Director or designee any conditions, transactions, situation, or circumstances encountered by the Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFQ, or to reject any or all Proposal Packages received prior to approval/award of qualifications list.
- 18.0 The City reserves the right to waive any minor informality concerning this RFQ, or to reject any or all Qualification Packages or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal Packages after they have been received.
- 20.0 The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposal Packages. The City reserves the right to reject specific elements contained in all Proposal Packages and to complete the evaluation process based only on the remaining items.
- 21.0 After pre-qualifications agreement approval/execution, the successful Bidder(s) shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractor , and for channeling other information between the City and subcontractor s. Any subcontracting must be specified in the Proposal Packages. Any subcontracting not specified in the Proposal Packages will need prior written approval from the City HDHHS Director or designee.
- 23.0 Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Contractor or is subcontracted to another sub-contractor.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide 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.

INDEMNITY AND INSURANCE REQUIREMENTS
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1.0 INDEMNITY AND RELEASE:

1.1 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.

1.2 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:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

1.2.3 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.

1.2.4 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.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 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.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor 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 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 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 30-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.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor 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 must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor 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 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 Prime 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.

3.0 INSURANCE REQUIREMENTS:

3.1 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.**

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

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 3.2.1.1 \$1,000,000 per occurrence
 - 3.2.1.2 \$2,000,000 aggregate, (defense costs excluded from face value of the policy)
 - 3.2.1.3 Products and completed operations, \$1,000,000 aggregate
- 3.2.2 Workers' Compensation:
 - 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
 - \$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.
- 3.2.4 Employer's Liability:
 - 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.3 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.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for Qualification Packages ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to HDHHS if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, HDHHS, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Sub Contractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Sub Contractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Sub Contractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
 - 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
 - 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies

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are unacceptable.

- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the Contractor 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.
- 3.6.6 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, except for Professional Liability insurance.
- 3.6.7 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.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Sub-Contractors: Contractor shall require all sub-contractors 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.
- 3.6.10 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.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 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.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social

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Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 Contractor PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractors 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.

5.0 INSPECTIONS AND AUDITS:

5.1 Contractor agrees to keep and maintain records associated with this agreement (including but not limited to all records of expenditures made, administrative costs, and services provided) for a minimum of five (5) years from the cessation of services provided under this agreement, or as required by Federal or State law or regulation, whichever period is longer. The Contractor shall allow the City reasonable access to the records in Contractor's possession, custody, or control that the City, State, and/or CDC deems necessary to assist the City, State, and/or CDC in auditing the services, costs, and payments provided hereunder.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Request for Quotation Packages to provide a complete product and service package, which meets its overall requirements. Specific methodological references may be included in this RFQ for guidance, but they are not intended to preclude Contractor s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific methodology, 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.*

6.2 Changes in the specifications, terms and conditions of this RFQ will be made in writing by the City prior to the Quotation/proposal Packages due date. Results of informal meetings or discussions between a potential Contractor (s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFR.

7.0 Contractor DEBT:

7.1 **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, HE 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 THEREFOR.**

OTHER INSTRUCTIONS TO BIDDERS
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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 to M/WBEs.

2.0 RESERVED:

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

3.1 After a certain value, 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 into contracts. Therefore, all respondents to this RFQ 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. If the knowledge of the identities of the owners contract seeking entities becomes necessary, an "Affidavit of Ownership or Control" will satisfy this requirement and will be provided. Failure to provide this information may be just cause for rejection of your Bid or Proposal Packages.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

4.1 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. If the value of a contract resulting from this RFQ exceeds \$30,000, the necessary form will be provided.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

5.1 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 Contractor (s) must certify to its compliance with this policy. **EXHIBIT VII** 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.

6.0 PROJECT ADMINISTRATION:

6.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Bid conference.

7.0 PROCUREMENT TIMELINE/SCHEDULE:

See Community Transformation Initiative Proposed Timeline in the Scope of Work and Submission Requirements section.

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Community Transformation Initiative Request for Quotes

Background

Houston/Harris County is one of 26 states/communities funded by the Centers for Disease Control and Prevention (CDC) to build capacity for sustainable efforts based on four strategic directions: 1.) tobacco free living; 2.) active living and healthy eating; 3.) increased use of high impact quality clinical preventive services with primary focus on hypertension and cholesterol; and 4.) social and emotional wellness (see Attachment A Strategic Directions Handout). The Community Transformation Initiative (CTI) is facilitated by Houston Department of Health and Human Services (HDHHS) in collaboration with Harris County Public Health and Environmental Services (HCPHES). Through the received Community Transformation Capacity Building funding (\$500,000) Contractors will work together through a team effort to produce a Health Equity Report for Houston/Harris County that includes a policy scan, community engagement, and health equity assessment, in relation to the strategic directions. The report will include implementation recommendations/solutions to address the strategic directions thus impacting chronic disease. All components will highlight potential policy, environmental, programmatic, and infrastructure changes based on the community transformation activities conducted through this initiative. This report will be used by the Community Transformation Leadership Team, Coalition workgroups, other Contractors, stakeholders, community members, HDHHS and HCPHES as a snapshot for understanding and addressing chronic disease through a health equity lens. The Health Equity Report for Houston/Harris County should be a document that has both functionality and utility for use across multiple sectors. Information and recommendations from the Health Equities Report for Houston/Harris County will also be used to position Houston/Harris County to apply for CDC implementation funds. Consistent with the Community Transformation Initiative guidelines, 50% of the Initiative award will be dedicated to sub-contracting with partner organizations.

Justification

Consistent with funding requirements, the Houston Department of Health and Human Services (HDHHS) and Harris County Public Health and Environmental Services (HCPHES) will identify Contractors for substantial activities as part of the Houston/Harris Community Transformation grant. HDHHS will provide project management and coordination for all Contractor activities. Applicants have the opportunity to apply for community transformation capacity building funding to complete scopes of work in one or more of the following categories:

- 1. Health Equity Assessment**
- 2. Policy Scan**
- 3. Community Engagement**
- 4. Communication**

Bidders must provide evidence of previous participation in projects involving health disparities. The CTI population includes both Houston and Harris County. Central to the program is the ability to reach as many areas as possible within Houston and Harris County which includes unincorporated areas and 30 municipalities. Please use the maps attached as an initial guide in identification of the population(s) and geographic location/region to be engaged. Other maps and updated, such as those for Harris County will be researched during the program period. All Contractors will conduct trainings as needed for the Community Transformation Leadership Team, Coalition workgroups, other Contractors, stakeholders, community members, HDHHS and HCPHES as needed. No service shall commence prior to approval from the Community Transformation Principal Investigator. Houston Department of Health and Human Services will not pay for any services rendered without prior approval. Services must be completed as indicated by the finalized timeline.

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Category 1 Health Equity Assessment--Health Equity Report

Health Equity Assessment Goal

The Contractor will compile information from Health Equity Assessment data and work with other Bidders to compile data from community engagement and the policy scan including the activities described in the following scope of work. The Contractor will be responsible for writing/editing the final products – the Preliminary Report and a Health Equity Report for Houston/Harris County. Joint ventures are permissible.

Health Equity Assessment Objectives

- A. The Contractor will work with partnering Contractors to complete and report on a Community Transformation Health Equity Assessment that:
1. summarizes available health assessment data for Houston/Harris County, identify gaps in health assessment information, which are relevant to chronic disease rates and risk factors and the strategic directions and strategies. This information will be summarized in a written preliminary report.
 2. emphasizes chronic diseases assessments/measures in the strategic directions of the project: tobacco free living; active living and healthy eating; and increased use of high impact quality clinical preventive services with primary focus on hypertension and cholesterol; and emotional wellness.
 3. emphasizes the Built Environment, which will include for example: food deserts, grocery store density, liquor stores, pedestrian injuries, drugs and alcohol-related injury, (a scale will have to be determined with the partnering Contractors to incorporate a regional/local scope)
 4. emphasizes health inequities and recommendations for implementation of solutions to address gaps and problems that will inform the Community Transformation Implementation Plan for the application for future CDC funding for the Community Transformation Initiative throughout the completion of #1 - #3 above.
- B. The Contractor will edit and write the final Health Equity Report for Houston/Harris County by compiling and synthesizing the information collected from the assessment and from the Community Engagement and Policy Scan Contractors.
- C. The Contractor will work with the Communication Contractor to develop the layout/design of the print-ready/electronic version of the final Health Equity Report for Houston/Harris County. The Communication Contractor will provide copies.
- D. The Contractor is expected to participate in ongoing monitoring and evaluation conducted by HDHHS staff and the Program Evaluator. This includes the submission of monthly progress reports.

The Health Equity Assessment Contractor must complete the following activities:

Health Equity Assessment Phase 1 Quantitative Data Collection

1. Participate and utilize information from the free, CDC sponsored, Prevention Impacts Simulation Model (PRISM) training and software in Houston with staff from HDHHS and HCPHES. PRISM is a computerized system dynamics simulation model that enables users to explore how policy, systems, and environmental changes affect various chronic disease conditions and costs.
2. Start continuous meetings with the Policy Scan Contractor to develop a writing plan to be shared with partnering Contractors.
3. Work with partnering Contractors and the coalition through feedback sessions/ meetings to complete the work through consensus on:

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- a. the scope in summarizing and reviewing the data. Summarize currently available community health assessment data that describes Houston/Harris County in terms of chronic disease rates, risk factors, strengths and gaps, based on the strategic directions etc.
- b. the use of existing data and guidance from the State of Health Work Group to develop an outline of data and gaps. Utilize geographic information and data from Houston Department of Health and Human Services, Harris County Public Health and Environmental Services, the Health of Houston Survey, and other sources. The ZIP Code aggregates developed by the Health of Houston Survey 2010 for describing Houston/Harris County geographical areas will be utilized for summarizing data when appropriate.
- c. summarizing available assessment data on the Built Environment, which will include food deserts, grocery store density, liquor stores, pedestrian injuries, drugs and alcohol-related injury, in relation to strategic directions etc.
- d. the community engagement process to ensure coverage of strategic directions in terms of environment, programmatic and infrastructure change, built environment, health equity and recommendations for implementation activities for the CTI implementation plan.
- e. raising awareness about the assessment results and need for specific community engagement activities that will further the assessment data. This includes gaining consensus on any additional evaluation methods/information, etc.; developing and finalizing assessment tools and instruction guides such as: focus group methods, surveys, and interviews; health equity action plan development and to determine gaps of information to be filled etc.
- f. to ensure reach to those experiencing health disparities.
- g. the potential format, layout, and topics as they relate to the strategic directions for the final Health Equity Report. Report may include color maps and photos from community engagement.

Deliverables: Preliminary Report/Monthly Reports, Assessment tools and instruction guides, health equity action plan

Health Equity Assessment Phase 2 Community Engagement

1. Work with partnering Contractors and the coalition in facilitating activities aimed at building partner and public capacity to support the current Health Equity Assessment, ongoing and sustainable assessment efforts.
2. Work with Contractors during the community engagement process.
3. Collect and analyze Community Engagement and Policy Scan Contractor Reports.
4. Develop Outline/Table of Contents with Community Engagement and Policy Scan Contractors.

Deliverables: Monthly Reports/ draft format and table of contents for the final Health Equity Report

Health Equity Assessment Phase 3 Health Equity Report/CTIP Meeting Capacity Building Showcase

1. Submit draft community assessment reports and Health Equity Report.
2. Produce and present a print ready and electronic (through working with the Communication Contractor) comprehensive, integrated final Health Equity Report on community health data, strengths, gaps, community

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engagement and policy scan information, and action recommendations as related to chronic disease and the strategic directions.

3. Participate in the preparation and presentation of the Health Equity Report to the Leadership Team, the Coalition, and all Contractors in collaboration with HDHHS and HCPHES.

Deliverables: Final Health Equity Report, Presentation, and Community Transformation Implementation Brainstorming Session

Category 2 Policy Scan--Health Equity Report

Policy Scan Goal

The Contractor will conduct a policy scan for Houston/Harris County based on the strategic directions. Thus an initial policy scan will be a template developed with community engagement Contractors and coalition members to determine gaps. The Contractor will work with the partnering Contractors to conduct community engagement based on unexplored policy gaps and review policies including the activities described in the following scope of work. The Contractor will be responsible for writing the final products – the Preliminary Report and a final policy scan for the Health Equities Report for Houston/Harris County. Joint ventures are permissible.

Policy Scan Objectives

- A. The Contractor will complete and report on a local, state and national policy scan. The Contractor will:
 1. conduct a scan of policies that identifies strengths and gaps, examples of successful policy adherence/disconnect and make recommendations to the CTI project for policy development efforts.
 2. work with partnering Contractors to conduct the policy scan to include, but not be limited to, a review of current statutes, recently introduced legislation and institutional policies in relation to chronic diseases, with particular attention to the strategic directions: tobacco free living; active living and healthy eating; increased use of high impact quality clinical preventive services with primary focus on hypertension and cholesterol; and increased child and adolescent health and wellness, including social and emotional wellness.
 3. information in #1- #2 will encompass the preliminary policy scan report.
 4. participate in stakeholder meetings with CTI coalition members/ community engagement Contractors to raise awareness about different types of policies approaches used in other communities that could be beneficial to Houston/Harris strategic directions. This includes gaining consensus on a reasonable scope of policies that will be included in the final policy scan, including. Share information from review with CTI Coalition, and partnering Contractors.
 5. develop/Utilize assessment tools with partnering Contractors such as surveys, interviews and/or focus groups to engage persons experiencing health disparities and institutions to gain public input to identify information such as: policy gaps, impacts, champions, recommendations, and potential support/opposition of policy strategies.
 6. be sure that the final policy scan includes policy recommendations based on data/research that include potential impact, feasibility, and reach based on policy type. This information will drive the development of the community transformation implementation plan.
 7. emphasizes health inequities throughout the completion of #1 - #6 above.

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- B. The Contractor will prepare a Preliminary Policy Scan Report to be developed with the community engagement Contractors, coalitions etc. The Final Policy Scan Report will be provided to the Assessment Contractor for inclusion in the final Health Equity Report for Houston/Harris County.
- C. The Contractor will provide the results of the scan to the Leadership Team and Coalitions, and partnering Contractors.
- D. The Contractor is expected to participate in ongoing monitoring and evaluation conducted by HDHHS staff and the Program Evaluator. This includes the submission of monthly progress reports.

The Contractor must complete the following activities:

Policy Scan Phase 1 Quantitative Data Collection

- 1. Participate and utilize information from the free, CDC sponsored, Prevention Impacts Simulation Model (PRISM) training and software in Houston with staff from HDHHS and HCPHES. PRISM is a computerized system dynamics simulation model that enables users to explore how policy, systems, and environmental changes affect various chronic disease conditions and costs.
- 2. Start continuous meetings with the Health Equity Assessment Contractor to develop a writing plan for the final Health Equity Report.
- 3. Conduct a scan of policies that identifies strengths and gaps, examples of successful policy adherence/disconnect and make recommendations to the CTI project for policy development efforts with partnering Contractors and the coalition.
- 4. The policy scan should emphasize policy that considers the Built Environment, which will include food deserts, grocery store density, liquor stores, pedestrian injuries, drugs and alcohol-related injury. Information in #1- #4 will encompass the preliminary policy scan report based on the scale determined in feedback sessions.
- 5. Work with partnering Contractors and the coalition through feedback sessions/meetings to complete the work through consensus on:
 - a. the development of a scale, level of analysis etc. for policy scan. Utilize information gathered through policy work from both HDHHS and HCPHES. Summarize currently available local, state and national community policy data in Houston/Harris County, Texas, and the U.S. to include, but not be limited to, a description of existing policies and ordinances, current statutes, recently introduced legislation and institutional policies in relation to chronic diseases, with particular attention to the strategic directions: tobacco free living; active living and healthy eating; increased use of high impact quality clinical preventive services with primary focus on hypertension and cholesterol; and social and emotional wellness.
 - b. raising awareness about the policy results and need for specific community engagement activities that will further the comprehensive policy scan. This includes gaining consensus on additional policy areas to evaluate.
 - c. raising awareness about different types of policy approaches used in other communities that could be beneficial to Houston/Harris strategic directions. This includes gaining consensus on a reasonable scope of policies that will be included in the final policy scan. Share information from review with CTI Coalition, and partnering Contractors.
 - d. sharing information to develop guidelines for additional development of the policy scan and health equity action plan to determine gaps of information to be filled.

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- e. ensuring that the community engagement infuses policy information and needed policy changes, particularly related to the strategic directions and in terms of environment, programmatic and infrastructure change, built environment, health equity and recommendations for implementation activities for the Community Implementation plan.

Deliverables: Preliminary Report/Monthly Reports, Assessment tools and instruction guides, health equity action plan

Policy Scan Phase 2 Community Engagement

1. Work with partnering Contractors and the coalition in facilitating activities aimed at building partner and public capacity to support the current Community Health Policy Scan, ongoing and sustainable assessment efforts.
2. Work with Contractors during the community engagement process.
3. Collect and analyze Community Engagement Contractor policy feedback reports and provide to the Assessment Contractor.
4. Develop Outline/Table of Contents with Community Engagement and Policy Scan Contractors

Deliverables: Monthly Reports/ draft format and table of contents for the final Health Equity Report

Policy Scan Phase 3 Health Equity Report/CTIP Meeting Capacity Building Showcase

1. Develop a Policy Action Plan for Houston/Harris County for the final Health Equity Report that includes information and recommendations such as policies in similar metropolitan areas that have been successfully implemented and are likely to be successful in Houston/Harris County; anticipated barriers to policy implementation, and a roadmap of recommended policies for implementation.
2. Submit the Draft of the Final Policy Scan that summarizes the preliminary policy data, community engagement policy feedback and information, recommendations from Phases 1-3 to the Assessment Contractor, HDHHS, HCPHES, and community engagement Contractors.
3. Review modifications of the draft policy scan make changes as needed for the final Policy Scan.
4. Submit the Final Policy Scan for the Health Equity Report.
5. Participate in the preparation and presentation of the Health Equity Report to the Leadership Team, the Coalition, and all Contractors in collaboration with HDHHS and HCPHES.

Deliverables: Health Policy Scan Report provided to Health Equity Assessment Contractor, HDHHS, and HCPHES, Final Health Equity Report, Presentation, and Community Transformation Implementation Brainstorming Session

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Category 3 Community Engagement-Health Equity Report

Community Engagement Goal

The Contractors will conduct community engagement activities based on the strategic directions in order to complete a Health Equity Assessment and policy scan with other Contractors. Various methods for eliciting community feedback can be used, but not limited to: focus groups, informant interviews, surveys, photo-voice projects, community meetings, etc. to fill information gaps, raise awareness and provide education. Bidders should have a local presence in their target community and have a history of working with targeted populations. Bidders are encouraged to describe their plans to have sustainable community engagement with persons experiencing health disparities throughout Houston and Harris County beyond the funding period. The Community Engagement component must include a specific area of Houston and Harris County. Harris County is inclusive of the unincorporated areas, Bidders are to indicate the geographic area including zip code(s) of their target population, and define the target population(s) to include demographic characteristics (race, ethnicity, gender, age, etc.); size; income; if applicable, persons of high need, which may include race or ethnicity; low-income persons, the medically underserved, persons with disabilities, persons affected by mental illness or substance abuse, and sexual minorities, etc. This information should be include information in answering question 4.0 a in the Operational Plan Matrix. Contractors will share the final report with their target populations. Bidders are urged to conduct activities with at least 150 participants. Joint ventures are permissible.

COMMUNITY ENGAGEMENT OBJECTIVES

The Contractors will conduct community engagement activities to gather information, raise awareness, learn from, and provide education to those experiencing health disparities:

- A. Participate in data workgroups/stakeholder meetings with the policy scan and Health Equity Assessment Contractors and the Community Transformation Coalition to develop a Health Equity Assessment, policy scan, and health equity plan to determine gaps of information to be filled through focus groups or other community engagement activities. This includes gaining consensus on any additional evaluation methods/information and the development of plans to do the work.
- B. Work with the policy scan and Health Equity Assessment Contractors to ensure the community engagement process is based on identified gaps, particularly related to the strategic directions and in terms of environment, programmatic and infrastructure change, and health equity.
- C. Conduct community engagement activities to collect, compile, and submit information as agreed in meetings for the comprehensive report on community health and policy strengths, gaps and action recommendations as related to chronic disease and the strategic directions. Information will be submitted to the policy scan and Health Equity Assessment Contractors so that results can be incorporated into the final comprehensive report – Health Equity Report for Houston/Harris County.

THE CONTRACTOR MUST COMPLETE THE FOLLOWING ACTIVITIES:

Community Engagement Phase 1 Quantitative Data Collection

1. Participate and provide insight in meetings to gain consensus on a reasonable scope of policies that will be included in the final policy scan and data that will be included in the Health Equity Assessment.
2. Participate in stakeholder meetings with the Community Transformation Coalition members/community engagement Contractors to review assessment and policy scan results and need for specific community engagement activities that will further the assessment and policy scan data. This includes gaining consensus on any additional evaluation methods/information, etc.; developing and finalizing assessment tools and

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instruction guides such as: focus group methods, surveys, interviews, photo-voice to examine built environment, etc.

3. Assist with the development of the Health Equity Action Plan with other Contractors to ensure reach to those experiencing health disparities throughout Houston and Harris County.
4. Discuss and finalize potential format, layout, and topics as they relate to the strategic directions for the final Health Equity Report. Report may include color maps and photos from community engagement.

Deliverables: Preliminary Report/Monthly Reports, Assessment tools and instruction guides, health equity action plan

Community Engagement Phase 2 Community Engagement

1. Assist the HDHHS Community Transformation Team in facilitating activities aimed at building partner and public capacity to support the current community engagement activities.
2. Conduct community engagement activities using the assessment tools, instruction guides, and the health equity action plan. The community engagement process should be implemented with the goal to either foster existing relationships with communities or build sustainable relationships with communities to be continued beyond the community transformation grant period.
3. Develop community engagement activity reports with completed assessment tools collected during community engagement activities and periodically submit them to the Health Equity Assessment and policy scan Contractors.
4. Develop Outline/Table of Contents with Health Equity Assessment and Policy Scan Contractors

Community Engagement Phase 3 Health Equity Report/CTIP Meeting Capacity Building Showcase

1. Review draft Health Equity Reports and provide feedback for the final product.
2. Ensure mechanisms to share results and distribute the final report to all communities that were engaged in the process.
3. Participate in the preparation and presentation of the Health Equity Report to the Leadership Team, the Coalition, and all Contractors in collaboration with HDHHS and HCPHES.

Deliverables: Final Health Equity Report, Presentation, and Community Transformation Implementation Brainstorming Session

Category 4 Communication--Health Equity Report

Communication Goal

The Contractor will obtain feedback from coalition members and Contractors to develop and implement a Communication/social marketing plan that keeps all stakeholders, including communities experiencing health disparities, informed and engaged in community transformation activities. The strategic communication/social marketing plan will include a web-based community communication network among Houston/Harris County stakeholders; partners; leadership team and coalition. The goal of the CTI Communication goals are to connect and maintain program information between Contractors and coalition members and engage community members

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such as those reached by the community engagement Contractors and others throughout Houston and Harris County. The Contractor will disseminate messages through no-cost, low-cost, or paid outlets to various audiences and through multiple channels.

Communication Objectives

The Contractor must complete the following activities during the project period:

- A. Assess coalition and leadership team communication outlets (listserv, website, blog, Twitter, event.) and potential social marketing strategies.
- B. Review existing data of assessment of various audiences' needs and issues using strategic directions as a guide.
- C. Adapt and disseminate CDC-provided communication tools and include them in the communication/social marketing plan as needed.
- D. Participate in community transformation coalition/community engagement activities to continuously gather input and information from CTI staff/coalition members/Contractors to identify communication needs and strategies.
- E. Create communication questions for the assessment tools to be used in the community engagement process to determine and advertise best communication strategies for communities. Use results in the selection of communication strategies/outlets for communities. Consult and provide guidance to Contractors conducting photo-voice to consider methods, equipment, etc.
- F. Develop and review communication/social marketing plan with coalition and Contractors that includes a web-based community communication network among Houston/Harris County stakeholders.
- G. Disseminate messages through no-cost, low-cost, to various audiences and through multiple channels. Include and update information through quarterly newsletters, flyers, website development including creation of links, meeting/outreach notices, photos, Contractor information, media releases/notices as needed by HDHHS, HCPHES, Contractors, and coalition members.
- H. Work with Health Equity Assessment Contractor in the layout and design of final report. Produce final print ready and electronic copies – to Contractors, HDHHS and HCPHES.
- I. Update and add information as needed during the project period, submit monthly and final reports which include a communication portfolio of work.

Communication Phase 1 Quantitative Data Collection/Preliminary Reports

1. Summarize existing data of various audiences' needs and issues using strategic directions as a guide.
2. Review and summarize CDC communication tools based on strategic directions to develop the best communication channels to reach communities.
3. Participate in stakeholder meetings with the Community Transformation Coalition members and Contractors to raise awareness about information from #1 and #2 and gain consensus on any communication questions that should be incorporated into the community engagement assessment tools and the use of any communication data gathered.
4. Work together with Contractors to develop the Health Equity Action Plan to ensure reach to those experiencing health disparities.

<p style="text-align: center;">SCOPE OF WORK AND SUBMISSION REQUIREMENTS SOLICITATION NO. CTI-RQ0001</p>
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5. Develop, review, complete communication/social marketing plan with coalition and Contractors that includes a web-based community communication network among Houston/Harris County stakeholders.
6. Disseminate messages through no-cost, low-cost, or paid outlets to various audiences and through multiple channels. Include and update information through quarterly newsletters, flyers, website development including creation of links, meeting/outreach notices, Contractor information, media releases/notices as needed by HDHHS, HCPHES, Contractors, and coalition members.

CTI Communication Phase 2 Community Engagement

1. Assist the HDHHS Community Transformation Team in facilitating activities aimed at building partner and public capacity to support the current communication plan, ongoing and sustainable communication efforts.
2. Provide support and technical assistance to Contractors.
3. Continue to disseminate messages.

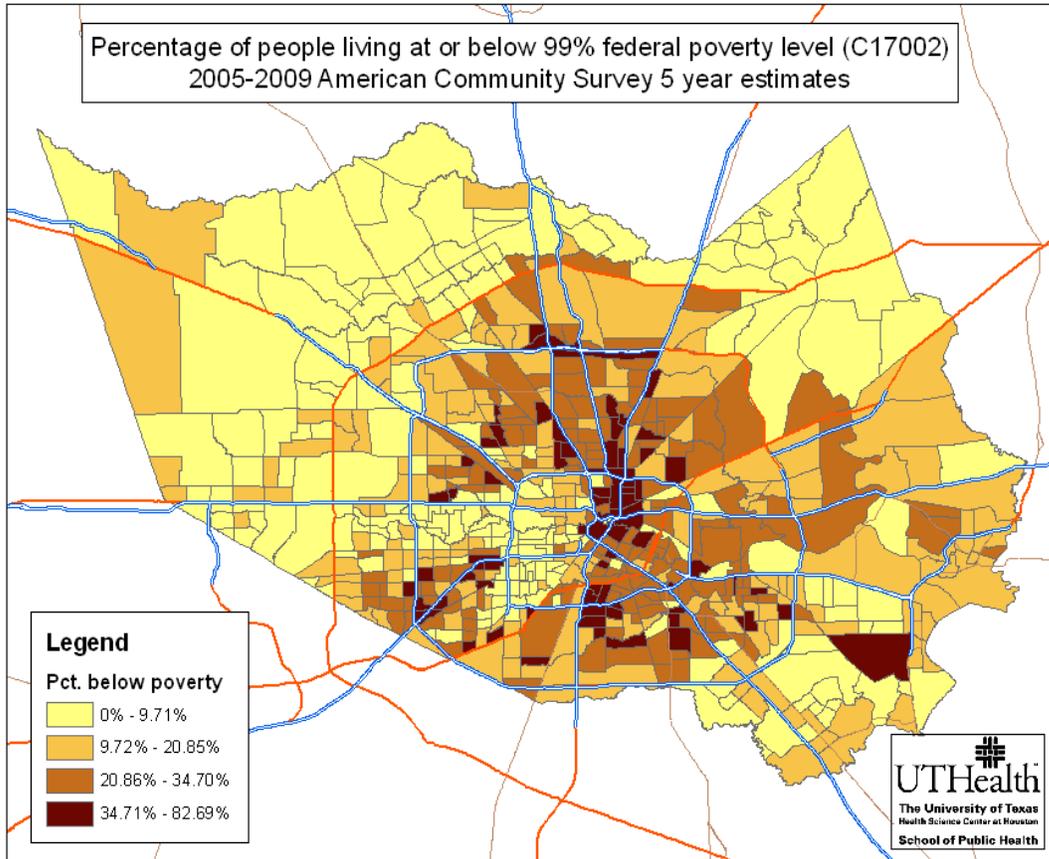
CTI Communication Phase 3 Health Equity Report Presentation and CTIP Meeting

1. Create mechanisms to distribute the Health Equity Report to stakeholders and communities using multiple methods.
2. Work with Contractors to be able to track those who receive the Health Equity Report and determine reach for all communication efforts during project period
3. Create a Communication Transformation Communication Portfolio
4. Presentation of the Health Equity Report and parts of the Communication Transformation Communication Portfolio to the Leadership Team, the Coalition, and all Contractors in collaboration with HDHHS and HCPHES.

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

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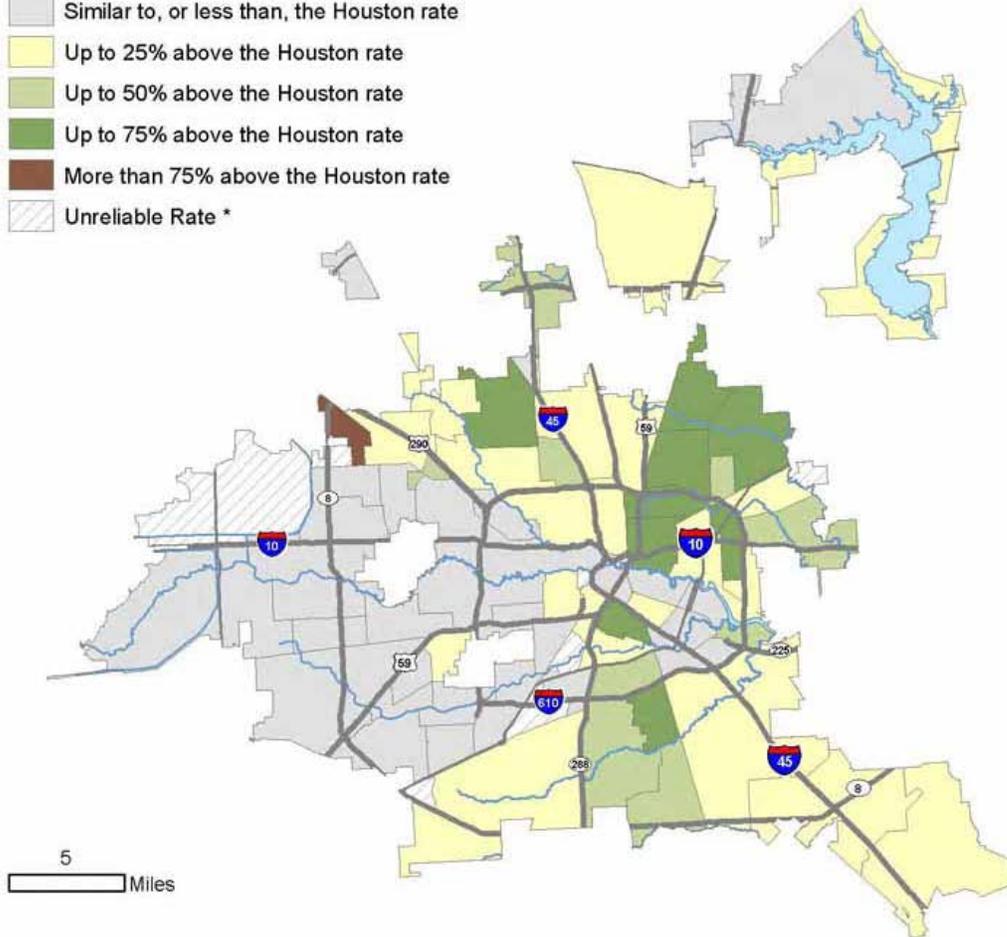
Map of Poverty in Houston/Harris County



**SCOPE OF WORK AND SUBMISSION REQUIREMENTS
SOLICITATION NO. CTI-RQ0001**

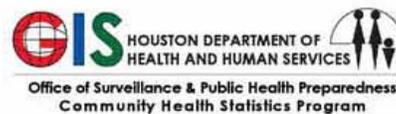
**Heart Disease Mortality by Super Neighborhood
Age-Adjusted, Annual Average Rate (1999-2003)**

-  Similar to, or less than, the Houston rate
-  Up to 25% above the Houston rate
-  Up to 50% above the Houston rate
-  Up to 75% above the Houston rate
-  More than 75% above the Houston rate
-  Unreliable Rate *



* Age-adjusted rates are not presented where fewer than 25 deaths occurred.

Rates represent age-adjusted annual average deaths per 100,000 population, standardized using the 2000 U.S. Standard Million.

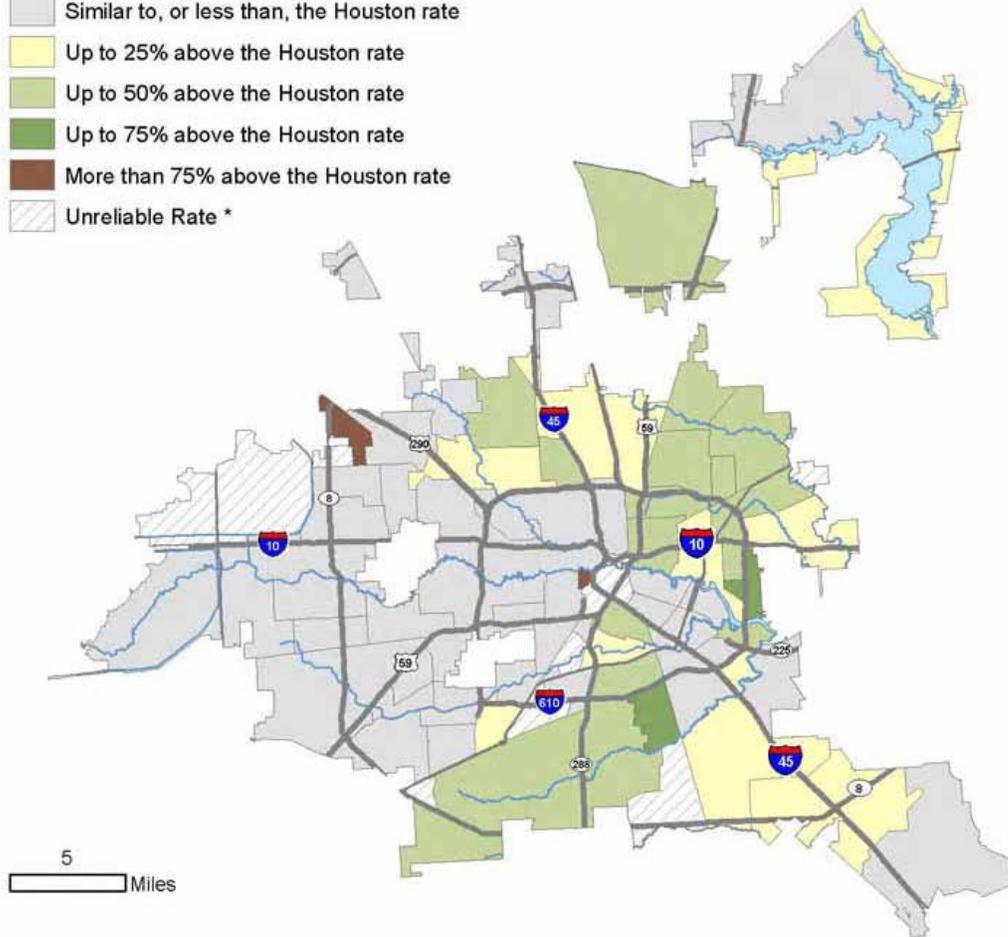


Data Sources: Texas Department of State Health Services, Vital Statistics; US Census, 2000

**SCOPE OF WORK AND SUBMISSION REQUIREMENTS
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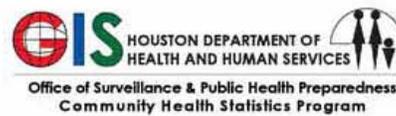
**Cancer Mortality by Super Neighborhood
Age-Adjusted, Annual Average Rate (1999-2003)**

-  Similar to, or less than, the Houston rate
-  Up to 25% above the Houston rate
-  Up to 50% above the Houston rate
-  Up to 75% above the Houston rate
-  More than 75% above the Houston rate
-  Unreliable Rate *



* Age-adjusted rates are not presented where fewer than 25 deaths occurred.

Rates represent age-adjusted annual average deaths per 100,000 population, standardized using the 2000 U.S. Standard Million.



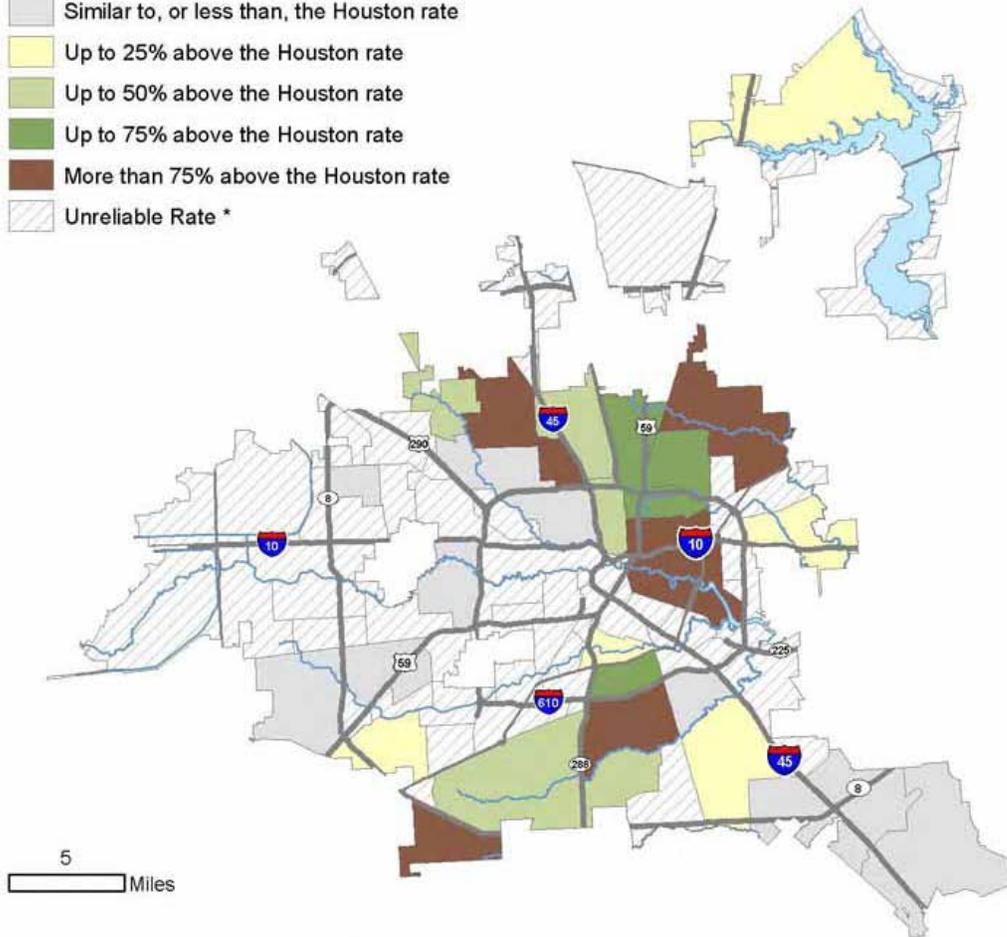
Data Sources: Texas Department of State Health Services, Vital Statistics; US Census, 2000

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

SOLICITATION NO. CTI-RQ0001

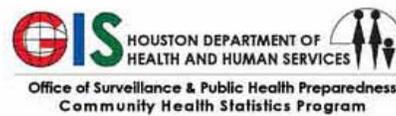
Diabetes Mellitus Mortality by Super Neighborhood Age-Adjusted, Annual Average Rate (1999-2003)

- Similar to, or less than, the Houston rate
- Up to 25% above the Houston rate
- Up to 50% above the Houston rate
- Up to 75% above the Houston rate
- More than 75% above the Houston rate
- Unreliable Rate *



* Age-adjusted rates are not presented where fewer than 25 deaths occurred.

Rates represent age-adjusted annual average deaths per 100,000 population, standardized using the 2000 U.S. Standard Million.



Data Sources: Texas Department of State Health Services, Vital Statistics; US Census, 2000

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

SOLICITATION NO. CTI-RQ0001

APPLICATION Submission OUTLINE AND CONTENT

(Your company's letterhead, signed and dated)

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Applicants can include up to five attachments of relevant information. Submissions should be a 12 point font, double spaced, double-sided Microsoft Word document.

1.0 Title Page:

- 1.1 The title page should include the title of the RFQ and number, the name and address of the Bidder/Organization, the date of the quotation and the specific quote name for the RFQ your organization is applying for:

Category 1 Health Equity Assessment;
Category 2 Policy Scan;
Category 3 Community Engagement;
Category 4 Communication.

2.0 Letter of Transmittal:

- 2.1 A letter of transmittal shall include the following:

2.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Bidder.

2.1.2 A statement that the per unit proposed price and/or lump sum (if prices are proposed) is the total fixed "WILL NOT SUCCEED" price for the equipment and services enumerated.

2.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Bidder; that the proposal and the total fixed price contained therein shall remain firm for the duration of the project and that the proposal will comply with the requirements and arrangements in this RFQ.

3.0 Expertise/Experience/Qualification Statement:

- 3.1 A brief statement describing the history of your organization inclusive of the organization's purpose and mission statement. How does the proposed service promote your organization's mission? How do the proposed services relate to the services currently provided by your organization? Describe your capacity to deliver proposed services. Please limit to one (1) page.

- 3.3 An Organizational Chart.

- 3.4 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.0 Proposed Strategy & Operational Plan (Each below must be 500 words or less):

- 4.1 Indicate the specific category (#1 - #4) for the application. Provide a detailed description and methodology of the proposed plan for the work outlined in the RFQ, which should include, but not be limited to the following: brief statement of the Proposer's understanding of the work to be done, a detailed description that clearly defines the method of approach that will be utilized in the achievement of the RFQ intended Scope of Work.

- 4.2 Using the table on the next page answer your questions based on the category in which you are applying for through the Community Transformation Initiative.

- 4.3 References. Please list the names of three agencies/individuals who can provide information about the quality of your work based on experience. Contact information including phone numbers and e-mail addresses must be provided.

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

SOLICITATION NO. CTI-RQ0001

4.4 Proposed Strategy & Operational Plan Matrix (Each below must be 500 words or less):

Community Assessment	Policy Scan	Community Engagement	Communication
a. Describe your community assessment experience. Have you conducted and reported community health assessments? If yes, please describe the work and the result. Did it involve a diverse group of stakeholders? If yes, describe. Please list any experience you have with the strategic directions. (500 words or less)	a. Describe your policy experience. Have you conducted policy scans, if yes please give examples -describe the work and the results. Did it involve a diverse group of stakeholders? If yes describe. Please list any experience you have with the strategic directions. Please list the procedures you would use to conduct a scan in these areas if you currently do not have experience in these areas.	a. Describe your community engagement experience. Have you conducted and reported community engagement activities? If yes, please describe the work and the result. Did it involve a diverse group of participants? If yes, describe. Please list any experience you have with the strategic directions. Please list the procedures you would use to gather information with community participants based on the strategic directions. Identify and describe the target population, geographic areas with zip codes, and estimate the number of participants.	a. Describe the Community Transformation Program and the strategic directions in your own words. Have you implemented communication programs/plan/social marketing campaigns if yes please describe the work and the result? Did it involve diverse groups? If yes describe. Describe your experience in graphic design, website development, photo integration. Describe your experience creating communication networks across sectors. How do you plan to monitor your impact/progress of your work? Provide a link(s) to examples of your work.
b. Describe your experience in working with persons experiencing health disparities and the lessons learned you would bring to this process. Describe your ability to assess populations experiencing health disparities.	b. Describe your experience in working with persons experiencing health disparities and the lessons learned you would bring to this process.	b. Describe your experience in working with persons experiencing health disparities and the lessons learned you would bring to this process. Describe your plan to engage individuals experiencing health disparities.	b. Describe your plan to engage/inform individuals experiencing health disparities. How will you ensure that the materials/media are culturally and linguistically competent?
c. Describe how you will you ensure that the community health assessment and Health Equity Report ensures equitable reach for coverage of Houston and Harris County.	c. Describe how you will you ensure that the policy scan and Health Equity Report ensures equitable reach for coverage of Houston and Harris County.	c. Describe how you build sustainable relationships when feasible with the communities you engage in the community transformation initiative.	c. Describe how you will you ensure that the communication strategies ensures equitable reach for coverage of Houston and Harris County.
d. Outline what you would include in the final Health Equity Report.	d. Outline what you would include in the final Health Equity Report.	d. Describe what you would include in the community engagement reports for the policy scan and Health Equity Assessment.	d. Outline what you would include in the final Communication Portfolio.
e. List any challenges/barriers you that could hinder progress in accomplishing this work. What is your plan for addressing these barriers?	e. List any challenges /barriers you that could hinder progress in accomplishing this work. What is your plan for addressing these barriers?	e. List any challenges/ barriers you that could hinder progress in accomplishing this work. What is your plan for addressing these barriers?	e. List any challenges/ barriers you that could hinder progress in accomplishing this work. What is your plan for addressing these barriers?

<p style="text-align: center;">SCOPE OF WORK AND SUBMISSION REQUIREMENTS SOLICITATION NO. CTI-RQ0001</p>
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5.0 *Provide a detailed estimated budget. (Food cannot be included in any contracts)*

6.0 **Contents:**

6.1 The contents should be identified by section, description, and page number and should include, at a minimum, the following sections on your organization's letterhead:

6.1.1 Title Page

6.1.2 Signed and Notarized Submittal Form (Exhibit II)

6.1.3 Letter of Transmittal

6.1.4 Expertise/Experience/Reliability Statement

6.1.5 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel.

6.1.6 Proposed Strategy/Operational Plan/References

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

SOLICITATION NO. CTI-RQ0001

Community Transformation Strategic Directions Handout (Strategies will be prioritized and finalized by the Coalitions)

Strategic Direction 1: Tobacco Free Living

Goal: Prevent and Reduce Tobacco Use

Strategies:

- A. Implement evidence-based strategies to protect people from 2nd hand smoke.
 - a. Increase smoke-free multi-unit housing.
- B. Implement evidence-based strategies to prevent and reduce tobacco among youth and adults.
- C. Increase types of outdoor venues where tobacco use is prohibited.
 - a. Implement smoke-free parks.
 - b. Implement smoke-free schools and campuses.
- D. Tobacco Free Living Innovative Proposals

Strategic Direction 2: Active Living and Healthy Eating

Goals: Prevent and Reduce Obesity, Increase Physical Activity; Improve Nutrition in Accordance with the Dietary Guidelines for Americans 2010

Strategies:

- A. Increase availability and affordability of healthful foods in institutional settings, workplaces, senior centers, and government facilities.
 1. Farm to Institution strategies
 2. Increase availability of fruits and vegetables to employees in their workplaces
 3. Food procurement policies to increase access to low sodium options, decrease access to high sodium options.
- B. Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and restaurant initiatives.
 1. Promote healthy food and beverage availability and identification
 2. Placement and promotion strategies
 3. Incentivize new grocery store development
 4. Carry more low-sodium and no-sodium options
 5. Menu labeling support and promotion for restaurants not covered by federal law.
 6. Incentivize new grocery store development
- C. Promote purchase of fruits, vegetables, and other healthy foods through incentives associated with food assistance programs.
- D. Increase opportunities for physical activity in communities and workplaces.
 1. Community-wide campaigns
 2. Access to facilities and places
 3. Joint use agreements
 4. Flextime
 5. Stairwell modification
 6. Incentives
- E. Limit density of fast food outlets and other outlets featuring high calorie, high sodium, and low nutrition foods and encourage retail venues to provide access and availability to healthier foods.
 1. Zoning: regulate the number of fast food restaurants in a given area.
 2. Provide incentives to encourage existing stores or restaurants to provide healthier food options or to encourage the development of new retail venues that offer healthier foods.
- F. Improve nutrition quality of foods and beverages served or available in schools consistent with the Institute of Medicine's Nutrition Standards for Foods in Schools.
 1. Increase access to fruits and vegetables in schools.
 2. Decrease amount of sodium in foods in schools.
 3. Reduce access to competitive low nutrition foods and beverages.
 4. Ensure availability of plain, cold drinking water throughout the day at no cost to students.
- G. Improve jurisdiction-wide nutrition, physical activity, and screen time policies and practices in early child care settings.
- H. Increase policies and practices to support breastfeeding in health care, community, workplaces, and learning and childcare settings.
- I. Active Living and Healthy Eating Innovative Strategies.

SCOPE OF WORK AND SUBMISSION REQUIREMENTS

SOLICITATION NO. CTI-RQ0001

- J. Increase the number of designated Baby-friendly hospitals.
- K. Improve the quality and amount of physical education and physical activity in schools.
 - 1. Increase the amount of time students spend in moderate or vigorous physical activity during physical education class.
 - 2. Increase the total number of physical activity opportunities implemented at school facilities, including daily recess, intramurals/physical activity clubs, and walk or bicycle to and from school.
 - 3. Increase number of public places (e.g. schools) accessible to the public for physical activity.

Strategic Direction 3: Increased Use of High Impact Quality Preventive Services (High Blood Pressure and High Cholesterol)

Goals: Increase control of high blood pressure and high cholesterol: increase access to and demand for high impact quality preventive services.

Strategies:

- A. Provide training and technical assistance to health care institutions, providers, and provider organizations to effectively implement systems to improve delivery of clinical preventive services, consistent with USPSTF recommendations.
 - 1. Implement strategies to translate known interventions into usual clinical care to increase control of high blood pressure and high cholesterol.
 - 2. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to increase delivery and use of treatment for tobacco use and dependence.
 - 3. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to increase delivery and use brief intervention to reduce excessive alcohol use.
 - 4. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to increase delivery and use of cancer screening services.
 - 5. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to increase appropriate testing of HIV and STDs and linkages to care and prevention with positives.
 - 6. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to increase recognition and enhance secondary prevention of chronic Hepatitis B and Hepatitis C infection.
- B. Provide training and technical assistance to health care institutions, providers and provider organizations to effectively implement systems to improve delivery of clinical preventive services, consistent with USPSTF recommendations.
 - 1. Implement strategies to translate known interventions into usual clinical care to increase control of high blood pressure and high cholesterol.
- C. Prevent diabetes, especially in high risk populations.
 - 1. Increase coverage, availability and use of the National Diabetes Prevention Program
 - 2. Increase preventive services for pregnant women with gestational diabetes or a history of gestational diabetes.
- D. Increase access to and use of school-based dental sealant programs.
- E. Provide outreach, including paid and earned media, to increase use of clinical preventive services by the population or population subgroups.
- F. Increase coverage, availability and use of expedited partner therapy.
- G. Improve arthritis, asthma, cardiovascular disease, and diabetes outcomes with chronic disease self-management training programs
- H. Clinical Preventive Services Innovative Interventions.

Strategic Direction 4: Social and Emotional Wellness

Goals: Increase child and adolescent health and wellness, including social and emotional wellness.

Strategies:

- A. Implement effective positive youth development and risk reduction approaches to improve adolescent health.
 - B. Promote effective parenting practices.
- Social and Emotional Wellness Innovative Interventions.

EVALUATION AND SELECTION PROCESS

SOLICITATION NO. CTI-RQ0001

Community Transformation Initiative Proposed Timeline

Deliverable/Report	Contractors/ Responsible Party	March 2012	April 2012	May 2012	June 2012	July 2012	Aug 2012	Sept 2012
RFQ via link to website	HDHHS	March 9						
Bidder's Conference	HDHHS	March 19						
CDC PRISM Training	Assessment and Policy Scan							
Bid Submissions Due	To HDHHS by 5:00 pm		April 13					
Final Bidder Selections	Bid Committee		April 27					
Purchase Orders Distributed	HDHHS			May 11				
CTI Program Evaluation/Monitoring	UTSPH/HDHHS/HCPHES							
CTI Contractor Training Review Scopes of Work/timeline based on Strategic Directions; info for preliminary reports	HDHHS/HCPHES/ All Contractors/Coalition							
Phase 1 Quantitative Data Collection/Preliminary Reports submitted with Draft instruction guides and Health Equity Action Plan/; Distribute Assessment Tools; Health Equity Action Plan; Communication Plan CTI Feedback Session	All Contractors							
Phase 2 Community Engagement Based on guidelines and health equity action plans	Community Engagement							
Submit Outline/Table of Contents for the final Health Equity Report	Policy Scan, Assessment Engagement							
Community Engagement Reports submitted to Assessment Contractor and HDHHS/Ongoing Reports during data collection and final report	Engagement, Policy Scan Assessment							
Draft Policy Scan and Health Assessment Reports, incorporating Community Engagement information	Policy Scan, Assessment							
Phase 3 Health Equity Report Presentation and CTIP Feedback Session Draft Health Equity Report submitted to Community Engagement Contractors and HDHHS for review and revision with revision form	Assessment							
Final Health Equity Report for Houston/Harris County completed and submitted to HDHHS and Community Engagement Contractors, electronically 2 hard copies	Assessment							
Community Transformation Implementation Plan Due to CDC								
Phase 4 Presentation during CTI Capacity Building Showcase/ Report Dissemination (printed copies and website link)	Policy Scan , Assessment, Community Engagement							

EVALUATION AND SELECTION PROCESS

SOLICITATION NO. CTI-RQ0001

EVALUATION AND SELECTION PROCESS

Evaluation Summary:

An evaluation committee will review the quotes to make a selection based on the applications submitted. Applicants may be asked to conduct an oral presentation and interview at no cost to the City of Houston.

Selection Process:

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 Proposer to create, modify and implement the required Scope of Work. The Proposer 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 Proposer fails to satisfy the City that the Proposer 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:

Level One – Completeness of Submission. This phase will include the review of all bids and required supporting documentation as noted in the Request For Quotation package. One application package with original signatures and 3 additional copies mailed to the location indicated on page 2. Required documents not included or not signed (original signatures) by the authorized officer or an authorized representative will be deemed ineligible for further review.

Level Two – Evaluation Committee. The evaluation committee members will review each bid.

Documentation

All documentation will be turned in at the point of service. Units of service must be documented on sign in sheets and meeting summary notes, monthly reports (templates will be provided). The service provider shall maintain official files containing information that identifies participants, documents eligibility. The service provider shall maintain official files containing information, which identifies participants' name and the title of the event attended.

The CTI contract period is March – September 2012. All submitted reports and documents will become the property of Houston Department of Health and Human Services. See CTI Timeline for Deliverable Due Dates

Acceptance of Service

Contractors must provide evidence of previous participating in projects involving health disparities. Community Engagement Contractors shall verify the ability to target those experiencing health disparities. The CTI population includes both Houston and Harris County. Central to the program is the ability to reach high risk areas within Houston and Harris County which includes unincorporated areas and 30 municipalities. Please use the maps attached as an initial guide in identification of the population(s) and geographic location/region to be engaged. Maps for Harris County will be researched during the program period.

The Contractor must provide all deliverables in the bounds of the due date(s) specified. If any portion of the services rendered is unsatisfactory, the Contractor will be given immediate notification of the insufficiency and opportunity for correction. If the Contractor is required to correct or re-perform, it shall be at no cost to the City.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO. CTI-RQ0001

Selection Matrix

The evaluation of the quotes will be based on the bidder's:

	Score
1. Capacity to deliver services.	20
2. Understanding of work and method of approach.	10
3. Qualifications of personnel/staff to complete the work.	10
4. Proposed Strategy and Operational plan. 10 points per box (page 26)	50
5. References	10
Total	100

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO. CTI-RQ0001**

NOTE: QUALIFICATION PACKAGES MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE QUALIFICATION PACKET 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)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO. CTI-RQ0001**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all sub-contractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO. CTI-RQ0001**

Revised - 03/09/95

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 **30** 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

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO. CTI-RQ0001

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL 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

COVERAGE'S

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.	General Liability (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)	\$2,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (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 SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

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.
For (Project Name)

CERTIFICATE HOLDER

DEPARTMENT – division
HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES

P.O. BOX 1562
HOUSTON, TEXAS 77251

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

AUTHORIZED REPRESENTATIVE

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR LESS) SOLICITATION NO. CTI-RQ0001

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

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.	General Liability (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)	\$ 500,000 \$ 500,000 \$ 500,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (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	\$ 500,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X) Statutory Limits	Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

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

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.

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

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO. CTI-RQ0001

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 runoff elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Qualification Packages 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 Qualification Packages basis, competitive Qualification Packages 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 QUALIFICATION PACKAGES 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 Qualification Packages.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO. CTI-RQ0001

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-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Qualification Packages for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Qualification Packages, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____
Proprietor Address _____

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____
Partner Address _____

Name _____
Partner Address _____

A CORPORATION

List all directors of the corporation (if none state "none"):

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO. CTI-RQ0001

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.

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO. CTI-RQ0001**

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 Packages, 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 Qualification Packages Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Qualification Packages.

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO. CTI-RQ0001**

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

_____ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the Qualification Packages, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

SOLE PROPRIETORSHIP

NON-PROFIT CORPORATION

CORPORATION

UNINCORPORATED ASSOCIATION

PARTNERSHIP

LIMITED PARTNERSHIP

JOINT VENTURE

LIMITED LIABILITY COMPANY

OTHER (Specify type in space below)

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.]**

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO. CTI-RQ0001**

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]** _____

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO. CTI-RQ0001**

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 VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO. CTI-RQ0001**

- (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 any time 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.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO. CTI-RQ0001**

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 Contractor s (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

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO. CTI-RQ0001

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Qualification Packages as principals are those named herein; that the Proposer 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

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO. CTI-RQ0001

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 Qualification Packages, 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/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 1st** 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 1st and September 1st 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 Contractor s 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.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
 Signature of person doing business with the governmental entity

_____ Date