

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S29-T24432

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE: 920-64

SOLICITATION DUE DATE/TIME: **NOVEMBER 30, 2012 at 2:00 P.M., CST**

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: **CLINICAL MANAGEMENT INFORMATION SYSTEM**

PRE-PROPOSAL CONFERENCE:	Date 11-2-2012	Time 10:00 A.M.	Location SPD, 901 Bagby, Conference Rm. 2 (Lower Level), Houston, TX 77002
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In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals 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 Offeror'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.

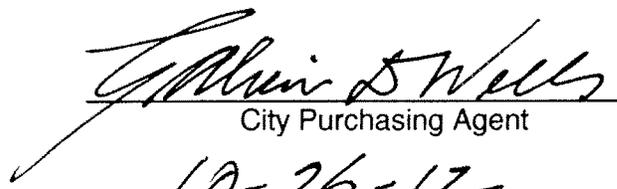
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Douglas Moore

Name

Douglas.Moore@houstontx.gov

E-Mail Address


City Purchasing Agent
10-26-12
Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

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

1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.

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

2.0 PROPOSAL FORMAT:

2.1 The Proposal 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.

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

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

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Douglas Moore, telephone: 832.393.8724, fax: 832.393.8759, or e-mail (preferred method to): **Douglas.Moore@houston.tx.gov**, no later than **Wednesday, November 7, 2012 at 12:00 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 Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

5.1 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 RFP should be used in preparing Proposal responses.

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

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP 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 Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

9.0 PROTEST:

- 9.1 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 Attorney Office and the City Purchasing Agent. A pre-award protest of the RFP shall be received by the City Attorney Office and the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within seven (7) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

10.0 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

- 10.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the Proposal evaluation committee, any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer

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identified on the first page of the RFP. Upon issuance of the RFP through the pre-award phase and up to the award of a contract, aside from Offeror's formal response to the RFP, communications publically made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the Proposal evaluation committee, if any, neither Offeror(s) nor persons acting on their behalf shall communicate with any member of the Proposal evaluation committee, appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Offeror. However, nothing in this paragraph shall prevent Offeror from making public statements to the City Council body convened for a regularly scheduled session after the Proposal evaluation committee has made its official selection and presented same to Council for action.

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals 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 Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(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 Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(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 RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **April 1, 2013** or sooner for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime 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 RFP or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or 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.

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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 \$500,000 per occurrence
- 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 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 proposal ("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 the City Purchasing Agent 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, the Purchasing Agent, at his or her sole discretion, 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 Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on 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 are unacceptable.

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- 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.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 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 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 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

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

5.0 INSPECTIONS AND AUDITS:

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

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 Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

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

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.**

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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 or Supply Agreements in at least **8%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

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

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

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

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. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

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 Offeror(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 HIRE HOUSTON FIRST:

- 6.1 **Designation as a City Business or Local Business**

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6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

6.1.3 Submit the completed application forms to: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative-- Pursuant to Chapter --- of the Local Government Code

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

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

8.0 PROCUREMENT TIMELINE/SCHEDULE:

8.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	October 26, 2012
Pre-Proposal Conference	November 2, 2012
Questions from Proposers Due to City	November 7, 2012
Proposals Due from Offeror(s)	November 30, 2012
Notification of Intent to Award (<i>Estimated</i>)	February 4, 2013
Council Agenda Date (<i>Estimated</i>)	March 13, 2013
Contract Start Date (<i>Estimated</i>)	April 1, 2013

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1.0 **PURPOSE:**

- 1.1 The Houston Department of Health and Human Services (HDHHS) is requesting proposals from qualified contractors to provide, install, implement a hosted Application Service Provider (ASP) integrated solution, support, and maintain a software solution for a Core Health, Clinical Management Information System (CMIS) for outpatient care; to achieve Meaningful Use of a Certified Electronic Health Record (EHR); and to manage and support the delivery of efficient, cost-effective, and high quality healthcare within the City of Houston.
- 1.2 HDHHS also querying contractors to provide pricing to consolidate and migrate all of the various existing systems outlined in the RFP Specifications/Scope of Work Section 6.6 into an integrated CMIS and EHR package that will provide end-to-end electronic processing, information exchange, and access to all users.
- 1.3 HDHHS is seeking a Modifiable off-the-Shelf (MOTS) solution. The proposed integrated solution must meet the technical, support, service, system integration and business requirements as defined in the RFP. The RFP documentation provides background information on HDHHS organizational structure, functional and technical requirements, and other pertinent information.
- 1.4 The CMIS project is under the direction of the HDHHS Executive Steering Committee, Core Workgroup Teams, Information Technology Workgroup, and Administrative Directors, and is coordinated through the CMIS Project Leaders.

2.0 **BACKGROUND:**

- 2.1 HDHHS is requesting proposals for an integrated CMIS with EHR solution. The software should contain core clinical components that coordinate and integrate all inherent activities in the management and operations of Public Health Centers, Multi-Service Centers (MSC), Woman Infants & Children Project Centers (WIC), and Administrative Facility (subject to change).
- 2.1.1 Additional requirements of the software include:
- Must be HIPAA compliant
 - Must have secure web based access
 - Must generate reports that meet state and payer requirements
 - Must generate letters to referring providers/agencies and other notification tools to complete the medical record transfer process
 - Must facilitate HDHHS's compliance with all applicable laws and regulations
 - Must be certified under the Office of the National Coordinator (ONC) for Health Information Technology (HIT) Rules for Meaningful Use Criteria
- 2.2 HDHHS welcomes proposals from all qualified contractors and may at its sole discretion enter into contract(s) with one or more contractors.
- 2.3 HDHHS is not interested in beta systems or purchasing professional services to design and/or develop a system.
- 2.4 The goal of the CMIS RFP process is to identify a MOTS integrated solution from an ONC Certified vendor of choice to support the delivery of clinical and human services at all HDHHS Sites.
- 2.4.1 HDHHS has a vision and mission that underlie its activities:
- Vision:*** Self-sufficient and healthy families and individuals in safe and healthy communities.
Mission: To work in partnership with the community in order to promote and protect the health and social well-being of Houstonians.
- 2.5 The primary objective is to implement an integrated CMIS solution with an EHR component to accomplish the following:

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- Advance patient safety and quality of care
- Improve coordination of care across the continuum
- Enhance patient, family and staff satisfaction
- Improve the delivery of timely, efficient and cost-effective care
- Optimize “Revenue Cycle” processes
- Enhance evidence-based clinical and administrative decision making
- Ensure compliance with all regulatory and accreditation standards
- The ability to meet the ARRA (Americans Recovery and Reinvestment Act) Meaningful Use criterion in order to maximize the incentive award is critical to the funding of CMIS and must be considered in the planned scope and approach of the implementation.

2.6 HDHHS and all of its facilities are owned and operated by the City of Houston. The department has grown over the years and today provides a myriad of clinical and human services to eligible residents within the City of Houston, Texas.

3.0 PUBLIC HEALTH CENTERS:

3.1 The public health centers provide direct clinical services, outreach, tracking, case management and support services to assist individuals with preventing disease and maintaining healthy families. The sites also provide services that link individuals and families with primary health care and other social human service needs. The health centers provide a variety of clinical programs and health services that include:

- HIV/AIDS Testing and Prevention
- Sexually-Transmitted Disease Treatment
- Tuberculosis Screening, Diagnosis and Treatment
- Hansen’s Disease Treatment
- Disease Investigation & Surveillance
- Childhood Immunizations
- Selected Travel Immunizations
- Well-Child Examinations
- Women, Infants and Children (WIC) Program
- Family Planning
- Dental Services
- Lead Screening
- Nutrition Services
- Health Education

3.2 Locations:

Public Health Centers
La Nueva Casa De Amigos Health Center 1809 North Main, 713-547-8000
Northside Health Center 8504 Schuller, 713-696-5900
Sunnyside Health Center 9314 Cullen, 713-732-5000
Sharpstown Health Center 6201 Bonhomme, 713-780-5600
Magnolia Health Center 7037 Capitol, 713-928-9578

4.0 MULTI-SERVICE CENTERS:

4.1 The multi-service centers are strategically located throughout Houston to provide needed services to residents in

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close proximity to where they live. Space is provided for HDHHS, other local agencies and community partners to offer a wide variety of human service programs and service linkage to health care services.

4.2 Locations:

Multi-Service Centers
Acres Homes MSC 6719 W. Montgomery 713-694-9274
Denver Harbor MSC 6402 Market Street 713-670-2143
Fifth Ward MSC 4014 Market 832-393-3800
Hiram Clarke MSC 3810 W. Fuqua 832-393-4200
Kashmere MSC 4802 Lockwood 832-393-5503
Magnolia Multi-Service Center 7037 Capitol 713-928-9515

5.0 WOMAN INFANTS & CHILDREN (WIC):

5.1 WIC is a nutrition program that helps pregnant women, new mothers, and young children eat well, learn about nutrition and stay healthy. Nutrition education and counseling, nutritious foods, navigation services and referral assistance are provided to low- to middle-income women, infants, and children.

5.2 Locations:

WIC Location	WIC Location
Acres Homes WIC 6719 W. Montgomery 713-742-1465	Magnolia WIC 7037 Capitol 832-393-5427
Airline WIC 5990 Airline Ste. 200 832-393-5427	Northeast WIC 9720 Spaulding 713-633-7985
Aldine WIC 5198 Aldine Mail Route 281-986-4851	Northside WIC 8504 Schuller 832-3935427
Alief WIC 12660 Beechnut Ste. 180 832-393-5427	Northwest WIC 8536 Hammerly 832-393-5427
Braesner WIC 8632 South Braeswood 832-393-5427	Sharpstown WIC 6201 Bonhomme #330 S 713-780-5650
Denver Harbor WIC 6402 Market Street 713-670-2150	Southwest WIC 6400 High Star 713-778-6500
Hunting Bayou WIC 11430 I-10 E. Frwy #340	Sunnyside WIC 4605 Wilmington Street 713-732-5030

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713-637-2107	
La Nueva Casa De Amigos WIC 1809 Main Street 832-393-5427	West End MSC 170 Heights Blvd. 713-866-4239

6.0 INFORMATION SYSTEMS DIVISION (ISD):

6.1 ISD enterprise-wide CMIS solutions should provide improved functionality and quality of care through paperless/paper-lite, integrated systems that traverse the continuum of care. The goal is an end-to-end automated solution that contains a range of integrated core components that meet specific security, technology and functionality standards in compliance with federal, state, and local government guidelines.

6.2 The critical elements that will play major role in the sequencing and timing of the deployment of ISD tools and solutions are:

- 6.2.1 Clinical Management Information System (CMIS)
- 6.2.2 Electronic Health Record (EHR)
- 6.2.3 Consolidation and Integration of existing Systems
- 6.2.4 Data Conversion and Migration Solution
- 6.2.5 Dental Solution
- 6.2.6 Pharmacy Solution

6.3 HDHHS is requesting proposals for an integrated solution. The modules to be included are as follows:

6.3.1 **Core**

- Electronic Health Record (EHR)
- Patient Registration / Call Center
- Patient & Third Party Billing
- Appointment Scheduling / Call Center
- Case Management
- Patient Tracking
- Eligibility
- Encounter Processing
- Laboratory Tracking
- Practice Management
- Repository
- Dental
- Pharmacy

6.3.2 **Core Applications/Functionality**

- Provider Order Entry (CPOE) for all services
- Clinical Decision Support (CDS)
- Nursing & Ancillary Clinical Documentation (assessment, care plans)
- Multidisciplinary Clinical Documentation (care providers including physicians)
- Pharmacy / Medication Management
- Enterprise-wide Master Person Index (EMPI)

6.3.3 **Additional Support Applications/Functionality**

- Reporting Tools
- Referral Management
- Affiliated Physician Portal
- Patient Portal
- Personal Health Record
- Enterprise Document Management System (EDMS)

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6.4 **Current Environment**

6.4.1 ISD is a centralized unit responsible for all HDHHS departmental informational technology (IT) systems as well as planning, development, and support. ISD business units consist of:

- Application Development
- Programming Services
- Desktop Support
- Special Projects
- Communications
- Technical Services
- Data Center Operations
- Field Support
- Project Management
- Customer Service

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6.5 Technical Environment

Technical Standards - Intel Platform

Server	
Operating System	Windows Server 2003-Standard Edition
Hardware	Intel Xeon 3.0 GHZ-4 GB RAM
Backup	VERITAS
Disk array	RAID 5
Desktop Hardware	
HP Desktop with 17" monitor	HP Pro MT 2 GHZ 2 GB RAM
Monitor Settings	1024 x 768 high color
Signature Pad	TS40-B
Desktop Software	
Operating System	Windows XP service pack 3
Office Application	Microsoft Office 2007
Terminal Emulation	Seagull JWalk 4.0
PDF Reader	Adobe Acrobat Reader 7.0
Internet Browser	Microsoft Internet Explorer 6.0
Antivirus	McAfee
Printers	
Laser	HP 5 SI, HP series 4000,2400, Lexmark T 640 series, M400 series Xerox Work Center
Label	Zebra ZTC 24M
Receipt	Epson TM U200
Midrange Server	
Operating System	AS400 V5R4M0
Hardware	i-series 64 bit processor
Database	IBM DB2
Backup	IBM Internal backup
Communication	
Protocol	TCP/IP
Topology	Ethernet
Routers/Switches	Cisco
Bandwidth-network	Gigabit
Bandwidth-desktop	100 MB
Backbone	100 MB
Remote	T1

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6.6 Migration and Interface

6.6.1 Migration

Migration & Interface of In-Place Applications CMIS (Proposed Solution)			
MIGRATION			Expected Outcome
Name:	Database:	Platform:	
Quick Recovery - Clinical Management Information System	DB2	AS400	All Implement functionality defined in general functional requirements.
Quick Recovery Reporting - Reporting Clinical Management System	DB2	Web	Build ports as defined in general functional requirements.
Quick Recovery Charts – MR/Immunization	MS SQL	Web	Immunization data in the Clinical immunization module as defined in general functional requirements.
TB Control Master - Tracks tuberculosis patients, medication management and encounters	MS SQL	Client server	TB Control Master to the Clinical TB modules.
HIV Control Master - Tracks human immunodeficiency virus patients, medication management and encounters	MS SQL	Client server	HIV Control Master to the Clinical HIV modules.
STD Control Master - Tracks sexually transmitted disease patients, medication management and encounters	MS SQL	Client server	STD Control Master to the Clinical STD modules.
GSD Control Master - Tracks general surveillance disease patients, medication management and encounters	MS SQL	Client server	GSD Control Master to the Clinical GSD modules
VPD Control Master - Tracks vaccines & preventable disease patients, medication management and encounters	MS SQL	Client server	VPD Control Master to the Clinical VPD modules
VFC Tracking - Tracks vaccines that are distributed to area providers	Oracle	Web	VFC Tracking data to the Pharmacy system
Insurance Billing - Electronic insurance billing	DB2	AS400	CMIS - Billing
Jail Health - Tracks incarcerated clients	DB2Oracle	AS400/Web	Create online forms and reports as defined in the general functional requirements.
Jail Pharmaceutical Information Management System (JPIMS) - - Tracks pharmacy and jail medication inventory	Oracle	Web	JPIMS pharmacy and inventory data to Pharmacy system
Project Saving Smiles - Dental Client tracking of school age children	MS Access	Web	Dental module & interface.

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6.6.2 Interface

Migration & Interface of In-Place Applications CMIS (Proposed Solution)	
INTERFACE	
Name:	CMIS
Auto Dialer - Calls patients via automated phone system	Interface and/or file to the Auto Dialer phone system.
Lab Order Entry (LOE)	Bi-directional interface between CMIS & Lab Order Entry. Send ADT and Orders to LOE and results from LOE to CMIS
Imm Trac - Transfers immunization data to the State Registry	Interface/data transfer file in HL7 format to State Registry. (one way)
Garrison – Environmental Management System	Bi-directional interface between CMIS & Garrison. Demographic data from clinical to LOE in HL7 format and send the results of lead testing from LOE to CMIS.
SAP – Enterprise Resource Planning (ERP)	Interface and/or file of financial data to the financial system (SAP)

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6.7 Statistical Data:

6.7.1 Specifications/Scope of Work data in sections, 3.1, 3.2, 4.1, 4.2, 5.0, and 6.5, represent key clinical, multi-service centers, WIC, ISD, and business statistics for HDHHS. The information provides a snapshot of HDHHS's current services and IT environment to assist in the completion of the proposal response.

7.0 GENERAL FUNCTIONAL REQUIREMENTS:

7.1 The following section provides additional insight into HDHHS application and functional requirements by component. As specified, please provide 'yes' or 'no' responses to the item descriptions marked 'Standard Feature' (includes no additional fee), 'Custom Feature' (will provide feature); provide dollar amounts for 'Custom Feature Fee' (will provide, additional fee required).

7.2 Include all cost on the price sheet/fee schedule (Exhibit III).

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General Functionality Requirements							
Item #	Description	HDHHS		Vendor ** Please provide a complete narrative response in addition to completing these columns			
		Mandatory /Required	Desired Feature	Standard Feature	Custom Feature	Custom Feature Fee	Comments
Appointment Scheduling (Call Center)							
1.	Ability to capture, store, display, and report on the following Appointment Scheduling data in both English & Spanish (in Spanish – display information to clients): 1. Date 2. Time 3. Duration 4. Client 5. Category (i.e. Newborn, children, infants, breastfeeding, prenatal, and post partum) 6. Staff 7. Location 8. Patient Demographic Data 9. Service Code and/or patient status 10. Funding source for each visit 11. Appointment Status 12. Guardianship 13. Service or Clinic type 14. Provider type 15. Releases of information forms on file 16. Additional addresses (min 3 per Client) 17. Other demographic fields 18. Allergies and adverse reactions to meds 19. Alert staff of clients next visit 20. Ability to maintain a tickler system for tracking critical, mandated, agreed on, promised, or other dates 21. Other fields as needed.	✓					
2.	Schedule is interactive with previously entered client information.	✓					
3.	Includes system alerts when a client's name is being entered that is similar to or like another person's name with same DOB or SS#, etc.	✓					
4.	Includes spell check and/or search feature to reduce misspelled names and case numbers.	✓					

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5.	Ability to view existing appointments scheduled for a provider while scheduling new client.	✓					
6.	Ability to view parent child relationships and information, while scheduling either client for new appointments.	✓					
7.	Schedule Administrative & Travel time by provider.	✓					
8.	Schedule non-client related services by location (For Example other services like training opportunities, or counseling or eligibility etc).	✓					
9.	One program, component or location is allowed to schedule appointments for another.	✓					
10.	Client can be registered "on the spot" at the time of arrival without appointment.	✓					
11.	Client information can be updated at the time of scheduling.	✓					
12.	Verify client benefits at the time of scheduling (i.e. Medicaid, Medicare, etc.).	✓					
13.	Block out times as unavailable according to individual staff schedules, including Holidays and weekends.	✓					
14.	Detect duplicate appointments and reject duplicates.	✓					
15.	Schedules can be viewed and printed for the following: <ul style="list-style-type: none"> • Staff monthly/weekly/ daily calendar • Provider monthly/weekly/daily calendar • Client monthly/weekly/daily calendar • Client reminder forms • Provider schedule notification • Other fields as needed. 	✓					
16.	Schedule direct and indirect program activities by encounter, provider, service and/or program.	✓					
17.	Ability to have cancellation codes such as: <ul style="list-style-type: none"> • Administrative • Client • Staff • No-show • On-line cancellation • Other fields as needed. 	✓					
18.	Globally notify staff if appointment is canceled, rescheduled and other notices as specified.	✓					
19.	Record comments at time of client scheduling; allows questions to be recorded such as "Are you sure you want to make this appointment?"	✓					
20.	Maintain appointing scheduling history by client of	✓					

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	appointments that are scheduled, broken (i.e. no show), canceled, rescheduled, etc.						
21.	Track scheduling changes by staff logon id, date, time, and why appointment was altered.	✓					
22.	Ability to enter remarks or comments in a drop-down box with several lines to text.	✓					
23.	Automatically remove future appointments when client is no longer in program, while maintaining other non-program related appointments.	✓					
24.	Send staff notification when client checks in for appointment and / other services.	✓					
25.	A client can be active in multiple programs simultaneously.	✓					
26.	Ability to schedule multiple individuals or family appointments, e.g., with family of 3, 3 consecutive appointments open up under first appointment.	✓					
Front Desk							
27.	Ability for client to check in and checkout directly in the system via keyboard or touchpad etc. in both English and Spanish.	✓					
28.	Print receipts for monies paid.	✓					
29.	Post payment immediately.	✓					
30.	Print out appointment card for client's next appointment.	✓					
31.	Ability to reschedule appointments into the future for a client or a group.	✓					
32.	Ability to produce reminder cards that can be sent out in advance of scheduled appointment.	✓					
33.	Ability to provide daily schedule for all providers, including financial summary and pay source information.	✓					
34.	Capture, store, display and report on patient history.	✓					
35.	Capture, store, and report on patient history collected from outside sources.	✓					
36.	Identify clients who are registered, but have not received services in a specified period.	✓					
37.	Ability to provide work flow questions for each specialty or department being requested (i.e. a list of questions for a transfer and a separate list for billing).	✓					
38.	Customizable drop down menus.	✓					
39.	Support multiple operations in different menus & screens at one time with minimal system degradation.	✓					
40.	Data element can be designated as required fields by data entry screen.	✓					

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41.	Codes or edits lists are used whenever possible to standardize responses.	✓					
42.	Calculate, display, store, and print duplicate and unduplicated (unique) client's counts.	✓					
Patient Registration/Tracking							
43.	Enroll & track Case Management patients.	✓					
44.	Billing and client demographic information is accessible across all programs.	✓					
45.	Ability to prevent duplication de-duplicates and record merging.	✓					
46.	Capture update, changes, and additions to different services and programs (i.e. charge from maternity to family planning and vice versa).	✓					
47.	Document Case Management encounters.	✓					
48.	Ability to capture, store, display, and report on the following Registration Demographic data in both English and Spanish(in Spanish – display information to clients): 1. Name (First, middle, last, maiden) and residence address (geographic information & census track) up to (6) alias per client 2. Date of birth, age, sex, race, and ethnicity (federal/state definitions), state & nation 3. Category (i.e. Newborn, children, infants, breastfeeding, prenatal, and post partum) 4. Medical record number(s). Ability to combine duplicate numbers 5. Patient/Guardian, family and contact information 6. Social Security number 7. Medicaid & Medicare number 8. Driver license number 9. E-mail, Twitter, Facebook and other electronic address 10. Home, cell, work, & alternate telephone numbers 11. Primary language 12. Occupation & employer information 13. Marital status 14. Family/Household income size 15. Eligibility dates and funding source 16. Federal poverty limit category 17. Primary care provider 18. Type and date of consent, emergency consent,	✓					

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	release of information, and authorization/revoked 19. Immunization Registry indicators, medical and immunization home 20. Case management 21. Other fields and questionnaires to be completed to include information about the patient as needed.						
49.	Includes program assignment capability as specified.	✓					
50.	Data restrictions can be specified by program, service, etc.	✓					
51.	System can report on the length of time a client is open in a programs.	✓					
52.	Maintain case manager's caseload lists with client's eligibility status.	✓					
53.	Maintain a (per client) problem list: 1. Running log of diagnoses 2. Date identified 3. Notes 4. Date resolved 5. Other fields as needed.	✓					
54.	Ability to automatically identify, label and place alerts (enterprise-wide) on specific minor patients based on calculated age and child abuse policies.	✓					
55.	Ability to track services (encounters) by duration and/or occurrences.	✓					
56.	Reminder / recall by interfacing with text message, email, auto-dialer and/or manual list with mailing labels.	✓					
57.	Track screening questions for various programs	✓					
Patient Registration/Tracking – TIME & EFFECT							
58.	Record and categorize staff time spent on non-patient, contract, IT and other specific activity.		✓				
59.	Ability to capture, store, display and report time and effect information.		✓				
Patient Registration/Tracking – SUPPLY INVENTORY							
60.	Manage and track vendor inventory and supply usage.		✓				
61.	Receive, disburse, and transfer materials with automatic re-order triggers.		✓				
62.	Link to all encounters and automatically decrement inventory when procedures that use supplies are recorded.		✓				
63.	Ability to capture, store, display and report on supply information.		✓				

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Eligibility Management							
64.	Includes Insurance, Medicaid, Medicare, Managed Care and other management capabilities.		✓				
65.	Accepts multiple funding streams (at least ten (10) for each client.	✓					
66.	List all eligible funding sources for each patient.	✓					
67.	Automatically tracks authorization for multiple types of services and funding sources.		✓				
68.	Automatically tracks multiple types of services used and/or scheduled against authorized services.		✓				
69.	Automatically charge the correct co-pay(s) based upon scales, forms, state & local guidelines, etc.	✓					
70.	Generate and submit electronic claims to all funding sources.	✓					
71.	Notifies staff and client if client's Insurance lapses or charges.	✓					
72.	Insurance information cross references credentialed providers (nurse practicing, clinicians).		✓				
73.	Alerts staff if a client is scheduled with the wrong provider (not credentialed with client's insurance).		✓				
74.	Alerts managed care staff if authorization is in place for client.	✓					
75.	Alerts staff if client tried to schedule with another provider when an authorization is already in place.		✓				
76.	Alerts staff if authorization is running out.		✓				
77.	Ensures that Private Pay is included/treated like all other HMO fund sources.	✓					
78.	The system can determine Medicaid eligibility by checking against an external database online/daily/weekly.		✓				
79.	Does the system have an interface with Medicaid or other third party eligibility system?	✓					
80.	Tracks spending caps and spend-downs.		✓				
81.	Ability to maintain several financial eligibility patient profiles on one patient.	✓					
82.	Ability to select patient no pay status (yes/no) for reporting, If yes, select reason code	✓					
Case Management							
83.	Ability to capture, store, display, and report on the following Case Management data: 1. Date of service	✓					

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	<ul style="list-style-type: none"> 2. Provider 3. ICD 10 diagnosis codes 4. CPT procedure codes 5. Family information 6. Contract modifier codes 7. Provider modifier codes 8. Agency/provider referrals 9. Follow-up 10. Status and date of status 11. Results 12. Disposition of referrals 13. Claims, payment and status of claim 14. Other fields as needed. 						
84.	Enroll checkout (i.e. exit), document, and track case management encounters and quality measures.	✓					
85.	Capture patient-centric care management services information from all modules.	✓					
86.	Includes care, appeals, grievance, education and services planning information.	✓					
87.	Ability to capture, store, and generate the follow Texas Department of Health required Case Management forms: <ul style="list-style-type: none"> 1. Referral form 2. Referral log 3. Client Service log 4. Closing summary 5. Consent to exchange information 6. Family information 7. Home visit record 8. Media release form 9. Parent resource coordinator home visit record 10. Parent survey 11. Well child health record 12. Individual family support plan 13. Parent resource coordinator agreement. 	✓					
88.	Connect across the entire continuum of care.	✓					
89.	Capture Disease management.	✓					
90.	Track assessment, eligibility, referral, authorization, and follow-up information.	✓					
91.	Generate, format, and submit electronic claims to all funding sources.	✓					

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92.	Generate service utilization and billing information.	✓					
93.	Generate demographic, correspondence and case load reports as follows: 1. Number of clients by age, race, ethnicity and zip code 2. Emergency Transport 3. Funding source 4. Case load and patient demographic 5. Ad hoc and other reports as needed.	✓					
Laboratory Tracking							
94.	Ability to capture, store, display, and report on the following lab tests data: 1. Lab name, address, and telephone number 2. Service date 3. Clinic submitter information 4. Other fields as needed.	✓					
95.	Track test, type of test and results.	✓					
96.	Track the sample date, sample type, and who took the sample.	✓					
97.	Generate & submit claims to all funding sources	✓					
98.	Comments, reviews, and initials available in each test section.	✓					
99.	Ability to place enterprise-wide alerts on specific patient based on lab results, problems, etc.	✓					
100.	Ability to customize lab ordering and results to fit specific practice needs.	✓					
101.	Sort reports and automatically mark as reviewed, annotated and / or shared with local or outside physicians and patients.	✓					
Encounter Processing – FAMILY PLANNING SERVICES							
102.	Ability to enroll and track family planning patients.	✓					
103.	Document family planning encounters.	✓					
104.	Ability to capture, store, display and report on the following Family Planning data: 1. Service dates 2. Funding source for each visit 3. Purpose of visits 4. Contraceptive methods <ul style="list-style-type: none"> • Pills • Shots 	✓					

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	<ul style="list-style-type: none"> • Sponges • Rings • Condoms • IUD's • Interdermals <ol style="list-style-type: none"> 5. End date of birth control method 6. If no method, reason 7. Smoking status 8. Referrals to other agencies 9. Pregnancy history <ul style="list-style-type: none"> • Number of live births • Number of miscarriages • Number of children born • Ages of children • Spacing of children (months) 10. All providers 11. All medical services 12. All counseling services 13. Case management services 14. Classes attended 15. ICD diagnosis codes 16. CPT procedure codes 17. All drugs and supplies 18. Claims payment and status of claims 19. Laboratory Test including but not limited to: <ul style="list-style-type: none"> • Hematocrit • Hemoglobin • Urinalysis • Pap • Syphilis • Bacteria • Micro Urine • Sickle Cell • Blood Glucose • Rubella • PG test • Clinical chemistry • Bacterial culture • Gen Probe • CBC 						
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	<ul style="list-style-type: none"> • Blood counts • Serum PG test • Serum cholesterol • HIV test • Chlamydia • Urine culture • Ph factor • Lipid panel <p>20. Referrals to other agencies and results/answers from agencies</p> <p>21. Claims payments and status of claims</p> <p>22. Case Management Activates</p> <p>23. Other fields as needed.</p>						
105.	<p>Ability to create the following periodic reports (monthly and annually):</p> <ol style="list-style-type: none"> 1. List of patients by funding sources 2. Total of funds collected 3. Visits types by services 4. Unduplicated clients by new or continuing and sex 5. Unduplicated by ethnicity/age 6. Unduplicated by income/poverty level 7. Client poverty level by source of payment 8. Contraceptive method by new or continuing and age 9. Client pregnancy history 10. Client City codes by new or continuing and age 11. Client zip codes by new or continuing and age 12. Abnormal labs by ethnicity, gender, zip code, poverty level, language spoken, education level 13. Family planning users by age, race, and sex (FPAR/Family Planning Annual Report) 14. Annual report of birth averted 15. Ad hoc reports as needed for program, quality assurance, and clinic management 16. Other reports as needed. 	✓					
Encounter Processing – MATERNAL CHILD HEALTH							
106.	<p>Ability to capture, store, display and report on the following Maternal and Child Health data:</p> <ol style="list-style-type: none"> 1. Total number of pregnancies 2. Total number premature births 3. Total number of full term births 4. Total number of abortion induced 	✓					

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	<ol style="list-style-type: none"> 5. Total number of abortion, spontaneous 6. Total number of ectopic 7. Total number of multiple births 8. Last menstrual period 9. Pre-pregnancy weight 10. Hospital of delivery 11. Initial exam 12. Expected date of delivery 13. Service dates of initial and each subsequent prenatal visit 14. Pregnancy outcome data 15. ICD diagnosis codes 16. CPT procedure codes 17. Case management activities 18. Classes attended 19. Lab Test including but not limited to: <ol style="list-style-type: none"> a. Blood type b. Rh c. Antibody screen d. HCT/HGB e. Pap f. Rubella g. VDRL h. Urine culture i. HbsAg j. HIV k. HGB l. Electrophoresis m. PPD n. Chlamydia o. Gonorrhea p. MSAFP q. Diabetes screen r. Ultrasound s. Group B strep 20. Claims payment and status of claims 21. Drugs and supplies 22. Referrals to other agencies and results/answers from those agencies 23. Other fields as needed. 						
107.	Ability to capture, store, display and report on the following data:	✓					

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	<ol style="list-style-type: none"> 1. Date of Service 2. Provider 3. ICD Diagnosis Codes 4. CPT Procedure Codes 5. Family History 6. Physical exam provider 7. Measurements (length, weight, height, etc.) 8. Nutrition 9. Developmental 10. Mental Health 11. Sensory Screening 12. Tuberculosis Screening 13. Immunizations 14. Dental Referral 15. Anticipatory Guidance 16. Laboratory including but not limited to: <ol style="list-style-type: none"> a. Newborn Hereditary b. Basic Metabolic testing c. HGB d. HCT e. Lead Screening f. Hemoglobin Type g. Cholesterol 17. Claims payment and status of claims 18. Referrals to other agencies and answers 19. Case Management Activities 20. Other fields as needed. 						
Encounter Processing – WOMEN, INFANT AND CHILDREN (WIC) SERVICES							
108.	Fully integrated with appointment scheduling, registration, front desk, mental health, and eligibility modules		✓				
109.	Ability to schedule, capture, display, and confirm appointments by location in 15 minute increments in both English and Spanish by categories, i.e. <ul style="list-style-type: none"> • Pregnancy • Infant • Brest feeding • Children • New born • Post partum • Other fields as needed. 	✓					
110.	Allow clients remote access to make appointments,		✓				

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	schedule classes, view nutrition information, and benefits balance						
111.	Automated reminders of open calls needing attention		✓				
112.	Generate, store, display and print appointment logs, templates, and growth charts	✓					
113.	Include ability to report the number of missed, rescheduled and/or canceled appointments for each client	✓					
114.	Input/display <i>Appointment Log</i> , populated with following data: 1. Site 2. Session (morning/afternoon) 3. Day of week 4. Date 5. Date scheduled 6. Appointment time 7. Clerk initials 8. Client name 9. Client DOB 10. Client phone 11. Client Code 12. Category (i.e. Newborn, children, infants, breastfeeding, prenatal, and post partum) 13. Recertification (Y/N) 14. Proof of address (Y/N) 15. Proof of ID (Y/N) 16. Proof of Income/Medicaid (Y/N) 17. Proof of Child Immun (Y/N) 18. Contract formula (Y/N) 19. Comments 20. Nutrition education (Y/N) 21. Appointment log (i.e. morning, afternoon, etc.) 22. Other fields as needed.	✓					
115.	Input/display <i>Nutrition Class Schedule</i> , populated with following data: 1. Site 2. Month 3. Week day 4. Date 5. Time 6. Language 7. Category (General, Breast Feeding or Infants) 8. Attendance	✓					

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	9. Class Type (General or Bulletin Board) 10. Other fields as needed.						
116.	Incorporate Iron/blood and other test results and information from remote providers into EHR	✓					
Encounter Processing – IMMUNIZATIONS							
117.	Ability to capture, store, display, and report on the following Immunization Data: 1. Date of service 2. History 3. Type of Vaccine(s) 4. History 5. Rote of Vaccine 6. State of Vaccine 5. Vaccine inform statement date 7. Age calculation 8. Provider 9. ICD Diagnosis Code 10. VFC Eligibility 11. CPT Procedure codes 12. Other fields as needed.	✓					
118.	Monthly/annual Biological Report (each specific site and all sites)	✓					
119.	Monthly Biological administered by age group (each site and all sites)	✓					
120.	Monthly and Emergency Biological Order	✓					
121.	VAERS (Vaccine Adverse Event Report System)		✓				
122.	Interface with Texas Immunization Registry and other Registries with import/export capabilities	✓					
123.	Report contraindications	✓					
124.	Generate immunization records/cards for clients	✓					
125.	Monthly vaccines wasted and expired report	✓					
126.	Report based on vaccine and lot numbers/Captures reminder and recall data	✓					
127.	Calculate immunization rate for all ages groups (i.e. children and adults). The IZ program will need to maintain the ability to extract immunization histories from the system. Ideally the information should be compatible with the Co-CASA software (CDC software); however a data dump is acceptable	✓					
Encounter Processing – SEXUALLY TRANSMITTED DISEASE (STD) SERVICES							
128.	Enable clinic to flag cases that are “fast-tracked”	✓					

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129.	Support treatment protocols and/or algorithms	✓					
130.	Ability to capture, store, display and report on the following STD data: <ol style="list-style-type: none"> 1. Reason for Visit 2. Reason for Return <ol style="list-style-type: none"> a. Treatment b. Post Treatment Follow-Up c. Reassessment 3. Referrals from 4. Prior STD (month/year) 5. Medical History 6. Vaccinations (i.e. HPV, Tdap, Hep A, Hep B), Hep C history and diagnosis <ol style="list-style-type: none"> a. History b. Administration c. Inventory (see immunization module) 7. Current Medications 8. Sexual History 9. Condom Use 10. Symptoms (gender specific) 11. Allergies and adverse reactions to medication 12. Contraception 13. Last Menstrual Period (females) <ol style="list-style-type: none"> a. onset, normal/abnormal b. pregnancy and linkage to prenatal care, case management, and counseling of results c. hysterectomy 14. Last Pap Smear including date, result, facility/provider name (females) 15. HIV Testing including dates, results, facility/provider name, HIV + and enrollment date of case management, linkage date to medical provider 16. Risk Factor Assessment 17. Hepatitis C Risk Factor Assessment 18. Physical Exam (gender specific) 19. Laboratory orders and results 20. Initial Impression 21. Treatment 22. Adverse Drug Reaction 23. Exit Instructions 24. Referrals to 25. Final Diagnosis 	✓					

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	26. Physician and Nurses Notes 27. Other fields as needed.						
131.	Report STD Morbidity by Diagnosis.	✓					
132.	Ability to capture, store, display and report the following Utilization Reports: 1. Number Referred from Disease Investigation Specialists (DIS) or from another source 2. Number Referred to Disease Investigation Specialists (DIS) or to another source 3. Patients Triage & Seen (medical exam) 4. Number and percent of male and female patients 5. Ethnic origin breakdown 6. Number and type of visit 7. Number and type of diagnosis 8. Number and type of tests performed 9. Number not seen 10. Number referred to another STD clinic and referred to outside agency 11. Other reports, forms, and documents as needed.	✓					
Encounter Processing – TUBERCULOSIS (TB) SERVICES							
133.	Ability to capture, store, display, and report on the following TB data: 1. Socio-economic data 2. Primary/secondary TB diagnosis 3. Regimen # 1,2,3, & 4 4. Medical history 5. Tuberculosis history 6. Exposure 7. Risk factors 8. Symptoms 9. Treatment & medication orders 10. Client education 11. Mycobacteriology 12. Drug susceptibility results 13. X-ray 14. Bacteriology 15. Laboratory 16. Physician signature 17. Provider number 18. Signs/symptoms 19. Pediatric TB cases 20. Therapy	✓					

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	21. AFB Smear results 22. Toxicology check 23. Nucleic acid amplification 24. Susceptibility 25. Physician notes 26. Health insurance 27. Contact surveillance 28. TB case and suspect management plans 29. TB case disposition 30. Contact investigation and follow-up 31. Household members 32. Case management activities 33. Foot, hand, body screen record 34. Progress and other Notes 35. Other fields as needed.						
134.	Manage all Tuberculosis (TB) clinic data, local and remote locations.	✓					
135.	Ability to track patient data: <ul style="list-style-type: none"> • Treatments • Visits • Exams • Skin test • X-rays • Labs. 	✓					
136.	Ability to generate, display, and store the following TB report: <ol style="list-style-type: none"> 1. Physician orders 2. Physician Directly Observed Therapy (DOT) treatment and medication orders 3. TB case and suspect Management plan 4. Surveillance form & case report 5. Contract surveillance 6. X-ray form 7. TB medical record form 8. Report of case & patient services 9. Progress notes 10. Disease encounter forms 11. Foot, hand, & body screen record 12. TB health assessment/history 13. Ad hoc and other reports/forms as needed. 	✓					
Encounter Processing – MENTAL HEALTH							

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137.	Ability to capture, store, display and report on the following Mental Health data: 1. Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) Diagnosis 2. Multiple axis 3. Primary, secondary, tertiary data 4. Registering, terminating, transfer diagnoses 5. Type of diagnosis 6. International Classification of Diseases (ICD)-9, ICD-10 diagnostic codes 7. Does DSM IV convert to ICD codes automatically? 8. All disabilities 9. Sensory impairment (sight, hearing, etc.) 10. Speech & language 11. Dangerousness scale Suicide risk scale 12. Drug Abuse 13. Type of substance 14. Frequency of use 15. Route of substance administration 16. Year/age at first use 17. Prescription/ legal/illegal 18. Other fields as needed.		✓				
138.	Identify diagnosis tied to an episode of care or service (i.e. WIC module).		✓				
139.	Are your code tables customizable?		✓				
140.	Ability to alert when diagnostic discrepancies occur, such as multiple diagnoses given by different clinicians at different point in times.		✓				
141.	Ability to support cost-outcome models designed to determine if the benefit of a given clinical intervention is worth the cost.		✓				
142.	Ability to conduct targeted reviews based upon user-defined criteria.		✓				
143.	The system flags specific, user-defined types of cases for future review and reference.		✓				

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144.	The system can support medical necessity or level of care protocols and/or algorithms.		✓				
145.	Capability to generate clinical assessments automatically.		✓				
146.	Utilizes industry standard assessments, tables, and available periodic updates.		✓				
147.	Ability to attach, view and report a list of current and historical assessments.		✓				
148.	Agency-created assessments can be incorporated into the system.		✓				
149.	Ability to capture multiple scores from measurement scales at multiple points in the clinical process (assessment, treatment plan, progress notes.) Scales might include Basis 32, etc.		✓				
Dental Health: Vendor shall provide a quote that includes Dental Solution. The Dental solution should also accommodate the needs of Project Saving Smiles program							
150.	Ability to capture, store, display, and report the following dental data: 1. Service dates 2. Funding source for each visit 3. Purpose of visit 4. Provider 5. Dental diagnosis 6. Dental procedures (by tooth and surface) 7. Tooth number 8. Tooth surface 9. Units 10. On screen tooth chart/diagram 11. Other fields as needed.	✓					
151.	Enroll Dental clients with view of relevant dental and related module information (i.e. Registration, Eligibility, Billing, etc.)	✓					
152.	Track, display, document, and report Dental clients	✓					
153.	Direct access from EHR to x-ray digital images	✓					
154.	Ability to import/export radiology digital images, results, and other documents	✓					
155.	Client & Provider secure remote access to x-ray digital images	✓					

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156.	Flexibility to integrate and store digital images between all areas of Public Health	✓					
157.	Capture, display, store, and report Meaningful Use capabilities that communicate to eligible professionals and facilities, and clients	✓					
158.	Document radiology reports in progress, activities and more	✓					
159.	Ability to capture, store, display, report and generate Treatment Outline/Treatment Plan forms on the following data: Outline/Plan statement Outline/Plan note & signature Patient demographic information Account number Date of Birth Treatment plan type Treatment plan comments Facility Status Assign date Last visit date New appointments Complexity level Medical review date Medical alerts Other fields as needed.	✓					
160.	Dental solution shall be fully integrated with the Clinical Solution	✓					
161.	Current Patient Demographic information must be migrated into the new Dental solution	✓					
Pharmacy Services & Inventory Management: Vendor shall provide complete integrated Pharmacy solution that includes Pharmacy Ordering, Inventory, Repacking, Labeling and Distribution Management Services. The solution shall also meet functionalities and reporting needs of existing Systems (JPIMS (Jail Pharmaceutical Inventory Management) and VFC Tracking (Vaccines Tracking)). City has a Pharmacy Warehouse, four Clinics and two Jail sites							
162.	Ability to capture, store, display, and report on the following Pharmacy data: 1. Lot Number 2. Expiration dates 3. Dispensing and service date 4. Name & title of dispensing pharmaceuticals 5. Manufacturer name & number	✓					

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	6. Incoming, returns, transfers manufacture, state, and local sources 7. Wasted and expired stock 8. Other fields as needed.						
163.	Document dispensing of all pharmaceuticals.	✓					
164.	Ability to e-prescribe.		✓				
165.	Incorporate Meaningful Use guidelines and capabilities.	✓					
166.	Use computer-based order entry (CPOE) for medication orders.	✓					
167.	Use medication reconciliation of relevant encounters and care transactions	✓					
168.	Ability to perform patient specific Drug Utilization Reviews	✓					
169.	Include drug-drug and drug-allegory interaction check.	✓					
170.	Generate and transmit permissible prescriptions electronically.	✓					
171.	Maintain active/inactive medication list.	✓					
172.	Differentiate between medications prescribed by Public and those prescribed elsewhere.	✓					
173.	Maintain and control pharmacy inventory.	✓					
174.	Ability to track medication form.	✓					
175.	Fully integrated modules.	✓					
176.	Ensure compliance of Pharmacy D requirements.	✓					
177.	Ability to manage and maintain 340 b inventory and pricing	✓					
178.	Generate Pharmacy D dispensing log.	✓					
179.	Tracking reports of prescription refills.	✓					
180.	Monthly wasted and expired reports by drug and site.	✓					
181.	Inventory control reports.	✓					
182.	Alert report / system generated by expiration date.	✓					
183.	Produce prescription labels.	✓					
184.	Ensure Repacks are labeled and includes name, strength, and dosage form of drug, manufactures' name and lot number, expiration date, facility's lot number, date packaged, name and signatures or supportive personnel who labels and the Pharmacist who checks and releases the drug.	✓					
185.	Records keeping of all repaks, logs of patients and dispensing records, and electronic documentation of patient	✓					

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	name, person who provides the drug, date provided and the name of the drug and quantity provided						
186.	Generate patient education information and other documentation as specified.	✓					
187.	Include drug-formulary checks and other information checks as specified.	✓					
Referral Management							
188.	Ability to capture, store, display and report the following Referral data: 1. Agency name 2. Location 3. Type 4. Scope of Services 5. Registration Criteria 6. Contact Information 7. Client referral date 8. Reason for client referral 9. Referral organization 10. Referral organization type (code) 11. Contacts 12. Special instructions 13. Other fields as needed.	✓					
189.	Includes referral management capability.	✓					
190.	Ability to provide electronic communication channels between HDHHS and referring physician.	✓					
191.	Track internal & external referrals and resources.	✓					
192.	Ability to incorporate special Instructions, notes, forms, etc.	✓					
193.	Produce referral documents (i.e. Consultation/Referral form) which includes the following referral data: 1. Patient demographic information (i.e. name, address, sex, date of birth, etc.) 2. Referral to/from 3. Service requested 4. Date referred 5. Re-appointment date seen 6. Re-appointment agency 7. Consultant findings, recommendations, orders, etc. 8. Report status (i.e. final, preliminary, etc.) 9. Release of information permit statement 10. Signature	✓					

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	11. Other fields as needed.						
General Clinical Requirements							
Report Generation							
194.	Formatting reports is flexible to allow for different formats as needed (e.g. charts, graphs, summaries, details, etc.).	✓					
195.	Generate standard reports regarding single or multiple patients.	✓					
196.	Patient statistical report of number of transfers by department and status of transfer accepted or rejected.	✓					
197.	Ability to meet all reporting requirements ensuring compliance with regulatory mandates such as Title 9, Title 22, etc.).	✓					
198.	Produce Registration statistics for state, federal and local government reporting for a specified time period.	✓					
199.	Generate customizable caseload reports.	✓					
200.	Generate client list by program, referral date, family, class, name and number.	✓					
201.	Provide correspondence and case load reporting.	✓					
202.	Report of authorization to release information.	✓					
203.	Ability to print reminder cards.	✓					
204.	Quality assurance & clinic management information.	✓					
205.	Case Manager summary.	✓					
206.	Medical records-out guides.	✓					
207.	Electronic Health Record access list.	✓					
208.	Generate custom, user-defined client or medical report.	✓					
209.	Ability to track consent forms status (e.g. on-file, signed, outstanding, history).	✓					
210.	Daily appointment log by program staff or component.	✓					
211.	Activity summary by staff, client, location & service codes.	✓					
212.	Client report by clinic, out of jurisdiction, zip code, census track, provider and program.	✓					
213.	Report by client transfer between clinics admission date, funding source, federal poverty level, race ethnicity and census track.	✓					
214.	Generate and print patient medical record labels.	✓					
215.	Detail service history by service code.	✓					

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216.	Detail service history by client.	✓					
217.	Flexible caseload reports for case managers.	✓					
218.	Generate missed appointment letter.	✓					
219.	Generate clinic and other roster.	✓					
220.	Report of client appointment by active & inactive status.	✓					
221.	Clinic & Provider utilization.	✓					
222.	Ad hoc reports for management, quality assurance and others components as needed.	✓					
223.	System includes the ability to prepare required State of Texas reports.	✓					
224.	As required or changed by the State, vendor will create new data element for data capture, display, store, and report	✓					
225.	Method is in place by which vendor learns about changes in state requirements.	✓					
Data Report Writing							
226.	System includes report writing for ad hoc reporting.	✓					
227.	All data in the system is available to the report writer.	✓					
228.	Newly generated reports can be saved for future use.	✓					
229.	Existing reports can be modified and saved.	✓					
230.	Ability to produce report data in a format that can be transported to other applications (Excel, .text, etc.).	✓					
Data Import/Export							
231.	Includes data import/export capability.	✓					
232.	Data export for Release of Information Request	✓					
233.	Files can be transferred in the following format: <ul style="list-style-type: none"> • HL7 • ASCII format • EBCDIC format • Delimited format 	✓					
234.	Are plans being made to run your system on wireless devices?	✓					
235.	Discuss current remote computing capabilities with handheld devices.	✓					
236.	Ability to import current patient's information from previous/existing HDHHS databases (i.e. Quick Recovery, Immunization, TB control master, STD/HIV, Jail Health etc.).	✓					

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237.	Ability to receive and transmit (interface) to other information systems using standards such as HL7 immediately.	✓					
238.	Ability to utilize different devices to enter and retrieve data, such as, but not limited to: <ul style="list-style-type: none"> • Laptops including wireless • Handheld notebook computers and tablets running Microsoft Windows, Pocket PC, Windows Mobile, Linux Mobile operating systems • iPods/iPads/iPhone • Other SmartPhones that include email and/or data storage such as BlackBerry, Android-based, etc. 	✓					
239.	Receive and store patient demographics (ADT), Including pre-defined demographic data fields.	✓					
240.	Ability to retrieve, display, save and integrate scanned documents.	✓					
241.	Ability to interface with HDHHS existing and proposed systems (as specified in section 6.6)	✓					
Security							
242.	Authorize administrators to assign restrictions or privileges to users/groups.	✓					
243.	Ability to create & customize user roles and permission per HDHHS needs	✓					
244.	Support user name and passwords for individual users.	✓					
245.	Support use of strong passwords.	✓					
246.	Enforce a limit of consecutive invalid attempts by a user.	✓					
247.	Identify all users who have accessed data over a given time period, including data and time of access (audit trails).	✓					
248.	Ability to identify specific information as Confidential	✓					
249.	Ability to provide confidential access accessible by users with specific confidential privileges and rights.	✓					
250.	Retain data until purged, deleted, archived or deliberately removed.	✓					
251.	Provide a method for archiving and retrieving from archive electronic health record (HIE) information.	✓					
252.	Provide method and assurance that security policies are being followed or enforced.	✓					
253.	Define and identify security relevant events and the data to be collected and communicated as determined by policy and/or regulation.	✓					

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254.	Ability to allow authorized entities read-only access to data according to agreed upon uses and only as part of an identified audit, subject to appropriate authentication, authorization and access control functionality.	✓					
255.	Ability to access the system securely via the web (intranet / internet).	✓					
256.	Ability to audit system.	✓					
Quality Assurance							
257.	Ability to facilitate professional staff reviews by providing profiles of care delivered by individual clinicians according to user-defined criteria.	✓					
258.	Ability to monitor thresholds of specific aspects of client care within user-defined diagnostic categories.	✓					
259.	Ability to flag record if documents are out of Compliance.	✓					
260.	Ability to monitor the occurrence of user-defined clinical events.	✓					
261.	Ability to identify trends of user-defined aspects of clinical care within user-defined categories and compare to a year ago or other timeframe.	✓					
262.	Ability to use the system to determine or extract client outcomes.	✓					
263.	Ability to extract information for quality assurance and utilization review, including number of visits, core treatment, outcomes and performance standards.	✓					
264.	Ability to maintain and monitor specific quality indicators for medication usage review.	✓					
265.	Ability to maintain and monitor specific quality indicators for clinical records review.	✓					
266.	Ability to capture all Federally required Ambulatory Clinical Quality Measures.	✓					
Electronic Health Record							
Care Management							
267.	Identify and maintain a single patient record for each patient as defined in Meaningful use guidelines.	✓					
268.	Ability to capture, store, display, and report demographic information such as but not limited to: <ul style="list-style-type: none"> • Gender • Race • Ethnicity • Date of Birth 	✓					

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	<ul style="list-style-type: none"> • ADT • Other as specified. <p>Note: Where appropriate, the data should be clinically relevant, reportable and trackable over time.</p>						
269.	Record & chart changes in vital signs: <ul style="list-style-type: none"> • Height • Weight • Blood pressure • Calculate and display BMI • Plot and display growth for children 2-20 years, including BMI • Automated measure calculation. 	✓					
270.	Create and maintain patient-specific summary lists that are structured and coded where appropriate.		✓				
271.	Create and maintain patient-specific problem lists.	✓					
272.	Create and maintain patient-specific medication lists.	✓					
273.	Create and maintain patient-specific allergy and adverse reaction lists. The list(s) include drug reactions that are not classifiable as a true allergy and intolerances to dietary or environmental triggers. Notations indicating whether item is patient reported and/or provider verified are supported.	✓					
274.	Capture, review, and manage medical procedural, social and family history including the capture of pertinent positive and negative histories, patient-reported or externally available patient clinical history (i.e., blood-lead data and other interface data).	✓					
275.	Provide patients with an electronic copy of their health information (including diagnostic test results, problem list, dedications list, medication allergies) upon request.	✓					
276.	Present a chronological, filterable, and comprehensive review of a patient's electronic medical record, which may be summarized, and subject to privacy and confidentiality requirements.	✓					
277.	Create, addend, correct, authenticate and close, as needed, transcribed or directly-entered clinical documentation and notes. There should be a prompt prior to finalizing any data entered into medical record; ex. Immunization records or clinician's notes; this is a QA process	✓					
278.	Provide patients with an electronic copy of their exit	✓					

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	instructions at the time of exit, upon request.						
279.	Incorporate clinical documentation from external sources.	✓					
280.	Capability to exchange key clinical information (for example, problem list, medication list, allergies, diagnostic test results, etc.) among other providers of care and patient authorized entities electronically. (This refers to sharing information between providers as related to referrals made to other agencies; Ex. The Rose Clinic; Baylor Colpo)	✓					
281.	Capture and explicitly label patient provided and patient-entered clinical data, and support provider authentication for inclusion in patient history.	✓					
282.	Provide clinical summaries of patient record for each visit and ability to review data and information entered from previous visits	✓					
283.	Protect electronic health information created or maintained by the certified EHR technology throughout the implementation of appropriate technical capabilities.	✓					
284.	Capture at the point of care patient and family preferences regarding issues such as language, religion, culture, etc. that may be important to the delivery of care.	✓					
285.	Report ambulatory clinical quality measures to other state & local agencies.	✓					
286.	Present organizational guidelines for patient care as appropriate to support order entry and clinical documentation. (i.e. Ability to review Standing Delegation Order (SDO) and/or clinical guidelines, At a Glance)	✓					
287.	Use Computerized Physician Order Entry (CPOE) for medication orders directly entered by licensed healthcare professionals.	✓					
288.	Provide administrative tools for organizations to build care plans, guidelines and protocols for use during patient care planning and care.	✓					
289.	Capture and track orders based on input from specific care providers. (i.e. Ability to review information from providers within referring agencies; such as HCHD)	✓					
290.	Submit diagnostic test orders based on input from specific care providers.	✓					
291.	Provider order sets based on provider input or system prompts.	✓					
292.	Enable the origination, documentation and tracking of referrals between care providers or healthcare	✓					

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	organizations, including clinical and administrative details of the referral.						
293.	Route, manage and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results.	✓					
294.	Send reminders to patient per patient preference for preventive / follow up care.	✓					
295.	Create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.	✓					
296.	Capture, maintain and provide access to patient advance directives.	✓					
297.	Incorporate clinical lab-test and results into certified EHR technology as structured data.	✓					
298.	Generate list of patients by specific conditions, to be used for quality improvement, reduction in disparities, research and outreach.	✓					
299.	Use EHR technology to identify patient specific education resources and provide those resources to patient if appropriate.	✓					
300.	Ability to exchange and update clinical information with external providers (Same as the referral tracking system)	✓					
301.	Generate summary of care record for each transaction of care or referral (Same as the referral tracking system)	✓					
302.	Capability to submit data to immunization registries or immunization information systems in accordance with applicable law and practice.(i.e. ability to review and transport data to participating State Imm Registries)	✓					
Clinical Decision Support							
303.	Ability to meet federal Meaningful Use Criteria and Certification for Eligible Professional Core Measures that will allow HDHHS to receive federal incentive funding.	✓					
304.	Meet HL7 EHR-S Records and Evidentiary Functional Profile standards.	✓					
305.	Can utilize SNOMED-CT (Systemized Nomenclature of Medicine – Clinical Terms).	✓					
306.	When a clinician fills out an assessment, data entered triggers the system to prompt the assessor to consider issues that would help assure a complete/accurate assessment. A simple demographic value or presenting problem (or combination) could provide a template for data gathering that represents best practice in this situation, e.g.			✓			

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	active vs. passive therapy, low back pain and x-rays, preventive care protocols, etc. (i.e reference library should be made available for Standard of Care for common illness/signs and symptoms)						
307.	When a clinician fills out an assessment, data entered is matched against data already in the system to identify potential linkages. For example, the system could scan the medication list and the knowledge base to see if any of the symptoms are side effects of medication already prescribed. Important but rare diagnoses could be brought to the doctor's attention, for instance ectopic pregnancy in a woman of child bearing age who has abdominal pain.(i.e reference library should be made available for Standard of Care for common illness/signs and symptoms)		✓				
308.	Identify trends that may lead to significant problems, and provide prompts for consideration.		✓				
309.	Support the use of appropriate standard care plans, guidelines and/or protocols for the management of specific conditions.		✓				
310.	Identify and present the appropriate care plans, guidelines and/or protocols for the management of specific conditions that are patient specific.		✓				
311.	Identify variances from patient specific and standard care plans, guidelines, and protocols.		✓				
312.	Provide support for the management of populations of patients that share diagnoses, problems, demographic characteristics, etc.		✓				
313.	Provide the patient with decision support for self-management of a condition between patient-provider encounters.		✓				
314.	Identify drug interaction warnings at the point of medication ordering.	✓					
315.	Identify and present appropriate dose recommendations based on patient specific conditions and characteristics at the time of medication ordering.	✓					
316.	Recommend treatment and monitoring on the basis of cost, local formularies or therapeutic guidelines and protocols.		✓				
317.	Alert providers in real-time to potential administration errors such as wrong patient, wrong drug, wrong dose, wrong route and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.	✓					

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Order and Referral Management							
318.	Identify necessary order entry components for non-medication orders that make the order pertinent, relevant and resource-conservative at the time of provider order entry; flag any inappropriate orders based on patient profile.		✓				
319.	Evaluate results and notify provider of results within the context of the patient's clinical data. (i.e request prompt for order needed or referral needed based on lab result)		✓				
320.	Evaluate referrals within the context of a patient's clinical data.	✓					
321.	Incorporate clinical lab-test results certified EHR technology as structured data.	✓					
322.	Evaluate patient data and recommend that a patient be referred based on the specific patient's clinical data.		✓				
323.	Provide medication reconciliation.	✓					
Health Maintenance and Wellness							
324.	At the point of clinical decision making, identify patient specific suggestions/reminders, screening tests/exams, and other preventive services in support of routine preventive and wellness patient care standards.		✓				
325.	Between healthcare encounters, notify the patient and/or appropriate provider of those preventive services, tests, or behavioral actions that are due or overdue.	✓					
326.	Provide summary of care record for each transition of care or referral.	✓					
327.	Exchange clinical information and patient summary record with providers.	✓					
328.	Calculate and submit quality measures.	✓					
329.	Incorporate laboratory test results.	✓					
330.	Chart completion & deficiency analysis.	✓					
331.	Coding completion, analysis, and transaction transactions standards.		✓				
332.	Data retention, availability, and destruction.	✓					
333.	Information attestation.	✓					
334.	Maintain data confidentiality.	✓					
335.	Record preservation, pending state, amendment, corrections, and retracted state. (i.e.HIPAA Technical and Security Compliance)	✓					

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336.	Minimum metadata set and audit capability of record actions.(i.e. HIPAA Technical and Security Compliance)		✓				
337.	Documentation succession management and version control.	✓					
338.	Patient financial support, data collection & reporting.	✓					
339.	Patient & Vendor portals. (i.e. Meaningful Use Stage 1 (495.6(d)(13)(i) and Texas HB 300)	✓					
Population Health Support							
340.	Support clinical health state monitoring of aggregate patient data for use in identifying health risks from the environment and/or population.	✓					
341.	Upon notification by an external, authoritative source of a health risk within the cared for population, alert relevant providers regarding specific potentially at-risk patients with the appropriate level of notification.	✓					
342.	In the event of a health risk alert and subsequent notification related to a specific patient, monitor if expected actions have been taken, and execute follow-up notification if they have not.	✓					
Knowledge Access							
343.	Provide relevant evidence-based information and knowledge to the point of care for use in clinical decisions and care planning.		✓				
344.	Enable the accessibility of reliable information about wellness, disease management, treatments, and related information that is relevant for a specific patient.		✓				
345.	Ability to provide patient with electronic access to their health information (including lab results, problem list, medications, allergies, etc.).	✓					
346.	Use certified EHR technology to identify patient-specific education resources and provide those resources to the patient if appropriate.	✓					
347.	Access Control: 1. Emergency access 2. Automatic log-off 3. Audit log 4. Integrity 5. Authentication 6. General encryption 7. Accounting of disclosures.	✓					

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Operations Management and Communication							
348.	Schedule and manage tasks with appropriate timeliness.		✓				
349.	Assignment, delegation and/or transmission of tasks to the appropriate parties.		✓				
350.	Link tasks to patients EHR.		✓				
351.	Track tasks to guarantee that each task is carried out and completed appropriately.		✓				
352.	Track and/or report on timeliness of task completion.		✓				
353.	Provide features to enable secure bidirectional communication of information electronically between practitioners and pharmacies or between practitioner and intended recipient of pharmacy orders.	✓					
354.	Identify and make available electronically or in print any educational or support resources for patients, families, and caregivers that are most pertinent for a given health concern, condition, or diagnosis and which are appropriate for the person(s).	✓					
HIPAA							
355.	Support automatic log off of work station connected to patient information systems after a site-defined time period of security (e.g. 5 minutes).	✓					
356.	Support data access controls that allow assignment of security at the data element level within files.	✓					
357.	Provide mechanism for entity (e.g. unique individual) authentication such as: biometric (e.g. hand geometry, retinal/iris scan, fingerprint patterns, facial characteristics).		✓				
358.	Provide contractual guarantee to deliver software releases and upgrades to ensure HIPAA compliance for current regulations with on-going months after go-live at no additional cost.	✓					
Master Person Index							
359.	Supply a single, universal identifying number for each patient seen at any facility (e.g., entity) of the healthcare industry.	✓					
360.	Support on-line enterprise-wide master person index (EMPI) consisting of patient demographic, insurance and visit history information.	✓					
361.	Provide ability to add new patients to the master person index via registration and scheduling processes from interfaces patient information system.	✓					

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362.	Support suspected duplicate EMPI record reporting with tools to merge and delete records, if appropriate.	✓					
363.	Support HL7 interface standards for queries from patient information systems and sending back patient demographic, insurance and patient history information.	✓					
Modality (Procedure) Entry							
364.	Support entry and processing of multiple procedures per diagnosis.	✓					
365.	Provide ability to look up doctor numbers, insurance, companies, procedures codes and diagnosis codes while entering procedures (e.g. without having to exit entry screen).	✓					
366.	Maintain ICD-9 and ICD-10 diagnostic code master file including ICD-9 and ICD-10 code, description and internal office abbreviation (e.g. mnemonic codes).	✓					
367.	Support alternative procedure codes in procedure code file for insurers that do not use CPT codes.	✓					
368.	Provide ability to maintain a user-defined "standard" time by procedure for productivity report and use by the scheduling system.	✓					
Billing							
369.	Fund source and responsible party data should include the ability to capture, store, display, and report on the following Billing data: 1. Date of service 2. Diagnosis codes 3. CPT procedure codes & Reimbursement rate 4. Program 5. Insurance & funding 6. Amount billed 7. Balance 8. Date of payment 9. Payment amount 10. Adjustments 11. Co-payment 12. Individual & family billing 13. Other fields as needed.	✓					
370.	Support editing and holding of bill generation pending completion of specific (e.g. user-defined) data elements.	✓					
371.	Support family account (e.g. guarantor, group) patient billing, producing single statement for related accounts.	✓					

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372.	Provider ability to print on-demand statements for patient at time of service.	✓					
373.	Provide option to generate secondary bills for balance of charges to secondary insurance company.	✓					
374.	Guarantee that EHR process complies with all HCFA regulations.	✓					
375.	Functions & features includes billing capability, browser based information.	✓					
376.	Billing is interactive with service tracking (i.e After the provider selects the services, the information (DOS, procedures, dates, provider) flows into billing)	✓					
377.	Template driven procedures (i.e. A specific set of services/procedures are provided at every new FP visit. A template of these services should be automatically pop up for the provider to select. The provider can then add or remove as needed)	✓					
378.	System support sliding fee co-pay scale unique to each program, e.g., Medicaid, Medicare, etc.	✓					
379.	System can produce the following: 1. Paper bills for self pay 2. Paper bill for insurance 3. HCFA 1500s 4. UB-4s 5. Additional paper bills 6. Electronic Texas state Medicaid 7. Electronic billing files (National Standard Format [NSF]) 8. Other billing documents as needed.	✓					
380.	Bill multiple insurance types, agency, state and local governments.	✓					
381.	Use client data for mailing purposes (mail merge).	✓					
382.	Round units of service to the nearest quarter of an hour (or other unit of services definition) while maintain a record of actual time spent. (for example Tb services are billed in 15 minutes increments)	✓					
383.	Allow for payments to be posted to a client's account directly to the outstanding balance (balance forward) as well as to specific transactions (open item) based upon user choice.	✓					
384.	Match all remittance payments to a specific charge.	✓					
385.	Determine which services are billable to which payers at a global as well as detail level.						

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386.	User re-bills a client for services only partially paid for by third-party insurance.	✓					
387.	Re-generate output for a specific billing run (i.e. ability to generate reports on selected dates as needed).	✓					
388.	Automatically calculate contractual adjustments and private portion amounts for patient liability when third-party receipts are recorded.	✓					
389.	Account for refunds given clients and third party insurance.	✓					
390.	Maintain a record of past and present insurance coverage with ability dates so past can be billed without having to change the insurance information. (i.e. some patients are eligible for dual payment resources, such as Title X and the Women's Health Plan. Some services we can only bill to Title X and others we can bill to WHP)	✓					
391.	User selectively purges and archive data to magnetic media based on user-defined criteria.		✓				
392.	Ability to maintain client account detail for at least seven years (Retention of medical records is 7 yrs in TX).	✓					
393.	Ability to adjust the system to accommodate revised Federal and Texas third party billing regulations as part of the software maintenance agreement. This includes bills, statements, insurance forms and billing and remittance processing via electronic media (tape, diskette).	✓					
394.	Ability to securely track invoices while they are being processed.	✓					
395.	Automatically update client's billing information via SAP interface.	✓					
396.	Automatically update fund source billing information via SAP interface.	✓					
397.	Automatically update billing journal via SAP interface.	✓					
398.	Ability to maintain history of past and present insurance information with eligibility dates.						
399.	Prevent entry of services while in the process of month end closing	✓					
400.	Enter events out of FY, month, accounting period, without causing problems with month end balancing/closing.	✓					
401.	Detection of insurance bundled services.	✓					
402.	Ability to alert biller of unpaid claims within XX number of days.	✓					
403.	Confirmation that documentation has been completed and/or	✓					

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	signed prior to hard copy creation of a bill.						
404.	Contains re-bill function.	✓					
405.	Generated EDI 837p and 837i billing files.	✓					
406.	Accepts 835 remittance file.	✓					
407.	Ability to prioritize payers from a global and client-specific level.	✓					
408.	Produce on-demand statements.	✓					
409.	Restrict billing of services until appropriate documentation (e.g. progress notes linked to service plan or authorization) is complete.		✓				
410.	Run bills by category of client (e.g. last name, payer source, and type of billing form).	✓					
411.	Run bill batch on a daily, weekly, or monthly basis.	✓					
412.	Produce a bill batch report to record what bills are being submitted.	✓					
413.	Re-bill with automatic recalculation and posting and reversal of allowances and discounts.	✓					
414.	Produce a single bill for a client even though the client may transfer between programs and/or departments.	✓					
415.	Produce client bills on a variety of user-definable formats	✓					
416.	Allow for numerous billing cycles (e.g. Medicaid, State, and Insurance, Self-Pay).	✓					
417.	Ability to view the UB-4 on-line, but send the HIPAA 837i or 837p to the insurance company.	✓					
418.	Prepare the HICFA-1500 on-line, but send the HIPAA 837p to the insurance company.	✓					
419.	Produce statements for all private portions of third-party clients showing balance forward and current period activity.	✓					
420.	Current and automatic updating of Title XIX, X, and Title XX.	✓					
421.	Produce explanation of benefits (EOB) for client payment.	✓					
422.	Automatically bill the first payer when the service has been entered and subsequently bill other payer(s) once payment is received from the first.	✓					
423.	Produce an automated write-off log by payer listing accounts that have been written off, with reason code(s), with specific identification of that discounted portion of service that represents the client deductible and co-insurance amount, and non-covered services.	✓					

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424.	Make adjustments to outstanding bills and reprint.	✓					
425.	Recode service code and description to comply with the codes and descriptions required by various insurance companies.	✓					
426.	Generate revised bills for charges previously written off due to no insurance available at the time the charge was generated.	✓					

Cashier

427.	<p>Ability to capture, store, display, generate Journal Entry (JE) form and report on the following data:</p> <ul style="list-style-type: none"> a. Business area b. Deposit ticket number c. Deposit date d. Bag number e. Header text/name of clinic f. Document date g. SAP document number (System Applications & Procedures) h. Posting Date i. Currency (i.e. coin, check, credit card, total and line total, etc.) j. Line number k. Debit or credit l. General ledger(GL) amount m. Amount n. General ledger (GL) description o. Value date p. Cost center q. Internal order number r. WBS element s. Functional area t. Business area u. Fund v. Grant w. Text / Vendor x. Assignment / Employee y. Document parked? (i.e. yes / no) z. Document number aa. Document posted? (i.e. yes / no) bb. Prepared by cc. Date prepared 	✓					
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	dd. Requested by ee. Date requested ff. Approved by gg. Date approved hh. Final approval ii. Signature jj. Comments Other fields as needed.						
428.	Ability to generate the following forms, sheets, slips and reports: 1. Daily / Weekly Revenue Allocation Sheet (FORM JE / FB50) 2. Weekly Revenue Collection Form 3. Bank Deposit Information Form 4. Detailed Revenue Report 5. Online Payment Report 6. Other forms, sheets, slips, and reports as needed.	✓					
429.	Access to Eligibility Module, to incorporate patient data, disposition and payment status (i.e. cash, title, pay scales, etc.).	✓					
430.	Ability to track, monitor and display revenue string (i.e. JE form data identified above), and other fields as needed, to the actual funds collected.						
431.	System design has the flexibility to follow all City of Houston and HDHHS cash operations, policies and procedures for all cash collection sites and handling of cash or equivalents for the following processes: a. Debit / Credit Card payments b. Personal Checks / Return checks c. Fees due to HDHHS / Insufficient funds check collection d. Daily Cash reconciliation e. Deposit preparation f. Customer refunds g. Change funds h. Audits i. Other processes as needed.	✓					
432.	Ability to interface with HDHHS the city of Houston official account system, System Applications and Procedures (SAP).	✓					
433.	Generate cash receipts data elements as specified.	✓					

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434.	Apply and track remittance.	✓					
435.	Provide cash receipt batch controls including batch number, batch number of items, etc.	✓					
436.	Payment can be applied on a balance forward basis.	✓					
437.	Can apply electronic remittances automatically.	✓					
438.	Post receipts on open-item or balance forward basis optionally by account	✓					
439.	Apply payments to specific services or on a balance forward basis.	✓					
440.	Automatic re-bill if payment less than standard fee.	✓					
441.	Apply and track remittances from insurances and recipients.	✓					
442.	Ability to post payments to oldest charges first (FIFO).	✓					
443.	Automatically compare insurance payment to benefits.	✓					
444.	Automatically calculate the approved amount, post payment and perform write-off for Medicare payments.	✓					
Provider Claims							
445.	Automatically process write-offs, payment allocations and responsibility transfers when electronic remittances are processed.	✓					
446.	Automatically assign and maintain unique claim ID number for each claim.	✓					
447.	Provide ability to look up ICD-9, ICD-10, and CPT codes from within claim entry screens.	✓					
448.	Check for and prevent processing of duplicate claims (e.g. if services were provided with overlapping service dates).	✓					
449.	Provide the ability to reserve electronic bills from physician offices and adjudicate them automatically.	✓					
450.	Print check register sorted by check number listing date paid, vendor ID and name, amount and description.	✓					
Accounts							
451.	Ability to capture, store, display, interface, and report the following Journal Entry (JE) data: a. Service type b. Cost center	✓					
452.	Account adjustment with audit trail of charges, payments, repayments, and donations.	✓					
453.	On-line access to account data as part of EHR and core modules.	✓					

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454.	Automatic aging of account balance.	✓					
455.	Flexible aging time periods.	✓					
456.	Allow recording of standard fee and fee allowances.	✓					
457.	Includes accounts receivable capabilities.	✓					
458.	Single client's account can be viewed.	✓					
459.	Client account can be viewed by fund source.	✓					
460.	Procedure accounts receivable aging.	✓					
461.	Archive history of clients who have received services in X number of years, have a 0 balance, or are closed.	✓					
462.	Retrieve closed clients from archives should they return for service.		✓				
463.	Produce audit trail of balance and closing.	✓					
464.	Produce report of cash collections from various user-defined perspectives, such as by payer, service program, etc.	✓					
465.	Prepare monthly bad debt write-off report listing of all accounts.	✓					
466.	Track accounts receivable by plan and by company.	✓					
467.	Provide ability to automatically assign accounts to collection based on user specified criteria (e.g. number of day's delinquent, minimum outstanding).	✓					
468.	Provide on-line collection screens that display account status, billing dates, aging and payment history.	✓					
469.	Automatically stop payment plan process if full payment is posted	✓					
470.	Provide ability to purge inactive patients with no visits past a user-specified cutoff date.	✓					
Reports							
471.	Generate Aged A/R by client report from SAP interface data.	✓					
472.	Generate Aged A/R by fund source report from SAP interface data.	✓					
473.	Generate A/R summary of balance report from SAP data and other A/R reports as specified.	✓					
474.	Overdue account listing.	✓					
475.	Case manager A/R summary by staff from SAP interface data.	✓					
476.	Capability to generate billing forms.	✓					
477.	Service Facility information by location.	✓					

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478.	No-payment account list.	✓					
479.	Capability to generate and save user-defined reports.	✓					
480.	Generate list of A/R staff that have access to office notes and other A/R information as specified.	✓					
481.	Health insurance / Client Financial information.	✓					
482.	Link provider information credentialing to insurance information.		✓				
483.	Co-payment, revenue and claims.	✓					
484.	Daily cash drawer.	✓					
485.	Receipts & payments.	✓					
486.	Ability to send financial reports via e-mail or save on network.	✓					
Training and Documentation							
487.	Provide Integrated on-line training for all modules in centralized training module location.	✓					
488.	Describe the approach and curriculum for each of the classes listed below, including number of days, necessary skills of attendees, etc. (those identified should be considered the minimum requirement), and any others you recommend. Required on-site/hands on-training.	✓					
489.	End-user training classes	✓					
490.	Separate System Administrator training classes for Administrators and Power Users	✓					
491.	Separate report training depending on the method of reporting proposed: How to write reports	✓					
492.	Training for sufficient number of days must be provided so that end users and power users are knowledgeable enough to use the system on a daily basis.	✓					
493.	Follow-up training onsite within 40-90 days; explain how system proficiency is ensured after the follow-up training.		✓				
494.	Describe the proposed system's training materials (e.g., video, online/CD training, workbooks) to enable future end users to learn the system without need of formal classroom based training.	✓					
495.	Describe any third party training necessary for use of the proposed system.	✓					
496.	All training must be provided at City facilities. Designate any costs not covered in this quote.	✓					
497.	Describe the proposed system documentation, including all	✓					

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	system administration guides, technical reference guides, training materials, end-user manuals, and report development guides.						
498.	Describe all online help and documentation, including search capabilities, context sensitive searching, etc.	✓					
499.	Describe database documentation available, including entity relationship diagrams, table structures and definitions, and other associated elements.	✓					
500.	List any third party documentation to be delivered (e.g., Crystal Reports, hardware manuals, label printing guides, etc.)	✓					
501.	Describe any regular user conferences or user group seminars sponsored by the vendor.	✓					
System Consolidation							
502.	<p>Jail Health: The existing Jail Health system provides an online process for jail health to admit an inmate to jail, provides medical examination, captures demographic data, medical screening questionnaires, determine medical problems, refers inmate to the clinic for treatment, follow-up schedule, and determines emergency medical attention. The new clinical system should provide the functionality from the old system. Jail Health Forms are attached.</p> <ul style="list-style-type: none"> • Ability to capture, store, display, and report on the following Jail Health Forms & Data: <ol style="list-style-type: none"> 1. Medical Examination Form 2. Jail Health Program Intake Medical Screening Questionnaire 3. Medical Sheet Continuation Sheet 4. Medical Refusal 5. Treatment Flowchart 6. Hospital Referral • Ability to generate, display, and store the following Jail Health reports: <ol style="list-style-type: none"> 1. Suicide Report 2. Pregnancy Report 3. Mental Health Report 4. Dialysis Report 5. Clinic Referral Report 	✓					

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	<p>6. All Referral Report 7. Clinic Records Report 8. Police Records Report 9. Jail Health Site Referral Report 10. Weekly Patient Census Report 11. Unusual Circumstances Report 12. Brought Medication to Jail 13. Detainee By Sex 14. Deaf of Hearing Impaired 15. Medical Problems or Injury 16. PREA Report 17. Jail Health print form 18. JPIMS print form</p> <ul style="list-style-type: none"> • Jail Health Medical Examination chart (this includes the medical examination form and/or the mental health form) • Jail Health Bureau Physician Weekly Medical Record Audit Tool; automatically populate the information required from the Medical Examination/Mental Health chart. • Populate Jail Health Weekly Medical Record Audit Tool to the Quality Assurance for the Month in question, Length of Time Between Screening and Clinic Visit Form. <p>Provide a list of EMS number, automatically populate the data from past medical history, mental health form, Red Band, and any other forms as required.</p>						
503.	<p>JPIMS - Jail Pharmaceutical Information Management System (JPIMS):</p> <p>The Vendor shall provide a solution where existing JPIMS system functionality is consolidated into the Pharmacy solution</p> <ul style="list-style-type: none"> • Ability to track, capture, store, display, and report on pharmacy and jail medication inventory • Ability to generate, display, and store the following Jail Pharmaceutical Information Management System 	✓					

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	<p>(JPIMS) reports</p> <ol style="list-style-type: none"> 1. Medication By Provider Report 2. Medication By Patient Report 3. Shift Detail Report 4. Patient Count By Shift Report 5. Patient Count By Provider Report 6. Pharmacy Invoice Report 7. Jail Invoice Report 8. Mykawa Drug Balances Report 9. Riesner Drug Balances Report 10. Drug Utilization Report – which drug were used and when 11. Invoice Report – status of invoices 12. Client and Personal Medication Report 13. Jail to Jail Drugs Transfer Report 14. Mykawa Drug Balances - Reconciliation Form 15. Riesner Drug Balances - Reconciliation Form 16. LScan Drug Balances Report 17. Personal Medication Report – what drugs were given out per date 						
504.	<p>Vaccine for Children (VFC) Tracking System:</p> <p>Vendor shall provide a solution where existing VFC system functionality is consolidated into the new solution Ability to tracks vaccines that are distributed to area providers</p> <ul style="list-style-type: none"> • Ability to track, capture, store, display, and report on Vaccine for Children Immunization Reports: <ol style="list-style-type: none"> 1. VFC Listing by PIN 2. VFC Listing By PRAS 3. VFC Listing by VFC REP 4. VFC Listing by FVC Zip 5. VFC Listing by Provider Type 6. VFC Shipping Labels 7. VFC Mailing Labels 8. Export List of Providers to Excel 9. Provider list Who Need New Enrollment 10. Vaccine Requisition Reports 11. VFC Doses Administered 	✓					

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	<p>12. Vaccine Return Information 13. Vaccine Return Information In Excel file 14. Vaccine Loss Information 15. Vaccine Loss Information In Excel file 16. Vaccine Biological Information 17. Vaccine Total Biological Information 18. Vaccine Loss/Gain Information 19. Monthly Biological Report 20. Enrollment Form</p> <ul style="list-style-type: none"> • Ability to general an Immunization Record Repot that displays demographic data, vaccines, dates, etc. • Ability to create Immunization reports from various queries selected by age range, usually by age by months or years 						
	<p>Data Conversion The vendor shall provide detailed cost breakdown of data conversion activities</p>						
505.	Provide assistance with mapping legacy data fields to new system fields	✓					
506.	Identify and define rules for reformatting requirements	✓					
507.	Document contingency planning	✓					
508.	Provide tools for deduplication of data	✓					
509.	Data conversion/migration of patient data from current Clinical System (Quick Recovery) into the new System.	✓					
510.	Data conversion/migration of patient Immunization data from current Clinical System (Quick Recovery) into the new System. Patient immunization data from other legacy systems (D60 & APMS) must be migrated based on date of birth (DOB) ranges.	✓					
511.	Data conversion/migration of patient appointment scheduling data from current Clinical System (Quick Recovery) into the new System.	✓					
512.	Create a staging area to import, build, configure, and test all interfaces and data conversion processes	✓					
513.	The vendor shall provide quote for a SAN/External storage solution that allows to store all data from Quick Recovery, D60, APMS, and Jail Health systems into the SAN/External storage solution	✓					

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	<ul style="list-style-type: none"> The SAN/External storage solution shall make the existing system data accessible to users for reference and reporting purposes. The SAN/External storage solution shall provide user interface that will allow users to search data by demographics The SAN/External storage solution shall allow to define/create user access levels for data security purposes 						
Interfaces and Files The vendor shall provide detailed cost breakdown of each interface							
514.	The System shall provide a bi-directional interface with Lab Order Entry System (LOE). The interface will send Orders, and ADT data to the LOE system and Results back from LOE to Clinical System	✓					
515.	The System shall provide interface between Clinical and Garrison (Blood Lead Testing) system	✓					
516.	The System shall provide interface and/or file of the financial data to the SAP system	✓					
517.	The System shall provide a file on periodic basis to the existing Auto-Dialer phone system	✓					
518.	The System shall provide a bi-weekly data interface/transfer of Immunization data to the State Registry	✓					
519.	The System shall provide interface to the MAVEN system (Disease Surveillance system)	✓					
Hardware and Software							
520.	Vendor shall provide a quote for ASP model where vendor will host both hardware and software solution	✓					
521.	Vendor shall provide a details and specification of all hardware needed for all the components of the system. The hardware to include are servers, printers, scanners, barcode scanners, biometric scanners, and any other hardware components required for the system	✓					
522.	Vendor shall provide a quote that includes all software, third party software required for the system	✓					
523.	Vendor shall provide a quote that includes all license (e.g. Citrix) and any other licenses required for the system	✓					
524.	Vendor shall provide a quote that includes if any	✓					

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	connectivity, communication costs						
525.	Vendor shall provide details and specifications on any desktop, laptop or any mobile devices needed for the system	✓					
526.	Vendor shall provide details and specification of hardware (server), printers, scanners etc.	✓					
527.	Vendor shall provide details on hardware and software warranty and support	✓					
528.	Vendor shall provide details on any other hardware and software components not listed above and is required for the system	✓					
System Support							
529.	GENERAL RESPONSE / DESCRIPTION: Explain upgrade functionality cost and procedures	✓					
530.	Describe the ability to provide the following minimum support items:	✓					
531.	The system should be provided with telephone and online support, Sunday-Saturday (7:00 a.m. to 5:00 p.m. CST). If the vendor's standard support hours fall outside of this time frame, describe the process that will used to support City.	✓					
532.	Provide the cost difference between standard business hour support and 24x7 supports, if available.	✓					
533.	Response time of issues should be within 4 business hours.	✓					
534.	The system should be provided with annual upgrades and "bug" fixes as required.	✓					
535.	All upgrades or system patches must be provided with full documentation concerning the nature of the change and the process for its installation.	✓					
536.	Phone support must be available during the installation of any issued upgrade/patch.	✓					
537.	Describe support procedures for incidents occurring outside normal business hours and/or emergency/critical situations.	✓					
538.	Describe the process for system updates such that no content, links, configuration settings, files, etc. are abandoned.	✓					
539.	Describe any additional support functions offered as part of the proposed system (e.g., off-hours support availability).	✓					
540.	Describe, with examples, the prioritization of support calls and the intended response time for resolution of each level of priority.	✓					
541.	Fully describe the path for support issue escalation.	✓					

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542.	Indicate the duration of continued maintenance and support for superseded releases.	✓					
543.	Describe any annual roadmap sessions available to communicate near-term functionality upgrades to clients.	✓					
544.	Describe the ability to purge data from the system after a specified amount of time.	✓					
545.	Vendor shall provide a quote that includes all on-going system support costs for 3 years	✓					
546.	Vendor shall provide details of support cost/pricing model and how monthly/annually charge be billed to the city including providing breakdown of costs at transaction/visit level	✓					
547.	Vendor shall provide a sandbox, testing and a training environment for all solutions. Provide a plan to ensure that these environments be kept updated and available after go-live.	✓					
548.	Provide estimate on how many FTEs will be required on HDHHS end to support system after go-live	✓					
Miscellaneous							
549.	Testing: Provide Unit testing, Integration testing, System testing, User Acceptance testing <ul style="list-style-type: none"> • Create test plan • Create test cases for each component • Create test scripts/reports to test the components • Execute test scripts/reports • Verify meaningful use requirements • Create Defect/Enhancement Logs • Document and resolve issues 	✓					
550.	Final Configuration: The vendor shall provide final configuration and Go-Live Support <ul style="list-style-type: none"> • Create Production database • Migrate Tables and patient data to Production • Validate all User Security • Validate System Configuration • Validate Tables and patient data in Production database • Validate all Ad Hoc Reports • Manually Enter any Go-Live Required Data 	✓					

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551.	Provide onsite Go-Live Support	✓					
552.	Project Management: The vendor shall provide the following: <ul style="list-style-type: none"> • Weekly Project Team Meetings • Weekly Project Reviews • Weekly Status Meetings • Weekly Status Reports • Issue, Risks Management plan • Communication plan • Quality plan • Project schedule • Project Governance • Milestones and Deliverables • Project Charter • Minutes and action item list from each meeting 	✓					
553.	Quality Assurance <ul style="list-style-type: none"> • Design, validate with key user groups all components of the solution 	✓					
554.	Vendor shall provide total costs and cost breakdown by: <ul style="list-style-type: none"> • Software (practice management, EMR, ancillary) , hardware (server, printer, scanner etc.), training, travel, interfaces, data conversion, license costs, connectivity/communication costs, third party software etc • Major Milestones 	✓					

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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. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

2.1 PROPOSAL 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 TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 PROPOSED STRATEGY AND OPERATIONAL PLAN (Technical Requirements):

4.1 **Provide a detailed Description of the proposed plan for the RFP requirements, which should include, but not be limited to the following:**

4.1.1 Provide a description of the proposed product, database, software and services, including how the proposed system will meet and exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the City of Houston to determine whether or not the proposed system meets the technical environment prerequisites.

4.1.2 Identify/list all software required for the solution that is not supplied directly by the Proposer (any/all third party software).

4.1.3 Provide an overview and/or benchmarks relating to the system's ability to Process information in real time. Include the number of concurrent users as well as named users the proposed system will accommodate and state the maximum number of recommended users.

4.1.4 Identify any requirement to purchase interfaces from other contractors to work with the proposed solution.

4.1.5 Define the scalability of the proposed system.

4.1.5.1 Can the system be purchased in modules and expanded?

4.1.5.2 How scalable is the proposed software regarding the number of users?

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- 4.1.5.3 Does the system scale in parallel, i.e. can additional application servers be configured in a load-balanced cluster?
- 4.1.5.4 Can the database, application and data analysis components be figured to reside on separate independent servers, so that one impacted subsystem does not affect the overall solution?
- 4.1.6 Identify how many users are can access the proposed system. (Concurrent users).
- 4.1.7 Identify if the proposed software is COM (Component Object Model) compliant.
- 4.1.8 Identify if the proposed software is ODBC, OLE-DB or OLAP compliant. Identify any drivers provided.
- 4.1.9 Describe licenses required for the software (concurrent / per seat and the number associated).
- 4.1.10 Describe how the system protects database records while it is being accessed by one user, so that multiple users will not attempt to change the record at the same time.
- 4.1.11 Identify if the solution's database is ACID (Atomicity, Consistency, Isolation and Durability) compliant, and how it provides transaction rollback capability in the event of a failed transaction.
- 4.1.12 Define the requirements for a test and training system. Include all related components (hardware, software, etc.) Include test and training system costs.
- 4.1.13 Describe the maximum number of database records that can be stored.
- 4.1.14 Define which third party reporting tools that are compatible with the proposed system.
- 4.1.15 Describe the ability to test interfaces to the proposed system.
- 4.1.16 Provide the data dictionary and schema with the system.
- 4.1.17 Describe the minimum monitor and screen resolution limit.
- 4.1.18 Describe the process for change management or customer notification.
- 4.1.19 Describe the current version number and release date, including how often target dates are met.
- 4.1.20 Provide continuous application and system support 24 hours a day, 365 days per year.
- 4.1.21 Describe Help Desk, installation, and partner support process.
- 4.1.22 Provide the contractor escalation and response plan, and describe how issues are triaged and escalated.
- 4.1.23 Provide the average response time of the proposed system, including the average page/screen flip time.
- 4.1.24 Describe the level of customization available without a programmer or vendor support.
- 4.1.25 Provide the location of the closest service representative.
- 4.1.26 Define the system uptime. Include planned downtime windows.
- 4.2 Provide Equipment and Software with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 4.2.1 Provide detailed server hardware specifications, including but not limited to:
 - 4.2.1.1 operating system

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- 4.2.1.2 type and speed
- 4.2.1.3 redundancy
- 4.2.1.4 configuration
- 4.2.1.5 hard drive size
- 4.2.2 Include a list of all hardware and software components HDHHS must purchase.
- 4.2.3 Describe the proposed system architecture.
- 4.2.4 Describe the proposed systems transaction processing capabilities.
- 4.2.5 Describe how the client software components are able to coexist with other software and applications on end-user workstations.
- 4.2.6 Describe the reporting software compatible with the proposed system. (Crystal Reports, Excel, Access, etc.)
- 4.2.7 Describe hardware support and escalation process.
- 4.2.8 Describe any maintenance and support the client is expected to perform.
- 4.2.9 Describe graphical user interface GUI (e.g. Windows, buttons, toolbars, mouse, etc.) menu-driven user control and initiation of system functions.
- 4.2.10 Describe user web browser (e.g. Internet Explorer, Firefox, Chrome) to access system functions over internet or internal intranet.
- 4.2.11 Explain process used to transverse the system based on knowledge of screens and procedures.
- 4.3 Provide Backup/Recovery capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 4.3.1 Describe the backup capabilities for the proposed system.
 - 4.3.2 Describe the process for automatic reprogramming and/or recovery after a failure due to hardware, software or absence of power.
 - 4.3.3 Describe the capabilities for periodically exporting data stored in the database, and if it can be exported to MS Excel, MS Access or other software.
- 4.4 Provide Network/Hardware capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 4.4.1 Proposer must meet ISD technical requirements listed in SOW, explain.
 - 4.4.2 Provide a system/network design diagram, which provides a visual summary of the system's servers, network and ancillary components and their relationships.
 - 4.4.3 Describe any proprietary equipment utilized.
 - 4.4.4 Describe any special networking requirements, i.e. dedicated/segregated network segments, VLANs, etc.
 - 4.4.5 Describe the response time expected with the proposed system.
 - 4.4.6 What are your utilization review and load testing standard operations measurements.

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- 4.4.7 Describe network upgrade recommendation and migration strategy.
- 4.5 Provide Data Management capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.5.1 Describe the data management approach.
- 4.5.2 Explain how the data is stored in separate databases.
- 4.5.3 Provide a copy of the Service Level Agreement.
- 4.5.4 Explain how the information can be retrieved from the archive. Explain how the data is stored within the database, including if it can be stored in a separate database.
- 4.6 Provide Storage capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.6.1 Explain how data is archived (e.g., on demand, automatically, via optical disk, etc.)
- 4.6.2 Describe how the system will store the data on non-proprietary media and in an Industry-standard format. Proposer should also specify the type of media used for long-term storage and the format in which it is stored. Describe the archival scheme for the system, including the recommended length of time data is retained on the production system and the availability of data for reporting after archiving.
- 4.6.3 Describe the maximum size of the database and the largest currently operating production and archive directories. Describe the long-term storage options available for the system.
- 4.6.4 Describe how the system will print information on demand. Proposer must specify any special hardware or required printers necessary for printing.
- 4.6.5 Explain how long Batches remain in the system.
- 4.7 Provide Integration capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.7.1 Describe if the system supports a web-based front end or if a client install is required.
- 4.7.2 Define the system's capability to support multiple browser types (i.e. Internet Explorer, Mozilla Firefox, and Opera) on different platforms, and the minimum version of each browser supported if the system supports web-based access.
- 4.7.3 Specify all browser plug-ins necessary to utilize web-based features.
- 4.7.4 Specify the web service standards used and the functionality exposed through the web services, if the system supports the use of web service protocols such as Simple Object Access Protocol (SOAP).
- 4.7.5 Describe if the system can integrate with the existing registration information system via outbound HL7 interface.
- 4.8 Provide Critical Updates, Patches and Antivirus capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.8.1 Describe the process for approving and installing operating system Critical Updates.
- 4.8.1.1 Attach the Proposer policy regarding Microsoft Critical Updates.

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- 4.8.2 Describe or attach the company Service Pack policy for the proposed solution.
- 4.8.3 Describe any issues that may occur when running Antivirus software in real-time on the workstations.
- 4.8.4 Describe or attach the company policy regarding the use of anti-virus software with the proposed system.
- 4.8.5 Describe the disclosure policies related to security vulnerabilities found in the system, including procedures in place to notify customers of potential flaws, and the average time between a flaw being discovered and corrective action taken.
- 4.9 Provide Application Security Features capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 4.9.1 Describe the system's compliance with Active Directory, LDAP (Lightweight Directory Access Protocol), and how the system can be configured to authenticate users against it.
 - 4.9.2 Describe how the proposed solution can be configured to authenticate users against an Active Directory 2003 tree, if possible.
 - 4.9.3 Describe how the solution audits user access and privilege use and the information that is logged.
 - 4.9.4 Describe how the solution allows HDHHS to configure minimum password difficulty requirements and password lockout policies.
 - 4.9.5 Describe how the solution allows system administrators to set password expiration policy, thereby requiring end-users to change their passwords at a specified interval.
 - 4.9.10 Describe how the solution encrypts sensitive information transmitted across the network and internet, and specify the algorithms used.
 - 4.9.11 Specify whether the system establishes user identity via:
 - 4.9.11.1 A user ID and password; or
 - 4.9.11.2 Two-factor authentication, such as a smart-card and a PIN. If two-factor authentication is available or used, Proposer must describe the hardware requirements, the authentication process, and any supplies needed for ongoing implementation.
 - 4.9.12 Describe how access privileges are configured in the system, and whether or not privileges can be based on group designations.
 - 4.9.13 Describe how different levels of security and privileges are established.
 - 4.9.14 Specify if a "user inactivity timeout" feature is available that forces a user to re-authenticate if idle for a preconfigured amount of time.
 - 4.9.15 Describe how the system utilizes electronic signatures and electronic confirmation.
- 4.10 Provide Security capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 4.10.1 Explain how the security and confidentiality of the system data collected and entered into the system will be maintained.
 - 4.10.2 Explain service interruption and prevention, responsibility matrix and schedule.

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- 4.11 Provide Escrow capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.11.1 Explain your company's ability to make available a software escrow account and include the source code and all products released during the maintenance term, including third party software. List the products that your company will hold in an escrow account and a list of those products that cannot be held and explain why.
 - 4.11.2 Explain in detail the process to retrieve the software source code.
 - 4.11.3 Provide written evidence of ability to provide and maintain a Software Escrow account in the form of a letter from an escrow agent or other acceptable third party.
- 4.12 Provide Medicare & Medicaid Services (CMS) capabilities with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 4.12.1 Please explain the acquisition and application that will allow the City of Houston to obtain the Centers for Medicare & Medicaid Services (CMS), **Final Rule Meaning Use Stage 1**, objective and measures (i.e. Registration, Attestation, etc.) for all incentive programs:
 - 4.12.1.1 Successful **registration** for Medicare & Medicaid EHR Incentive Program
 - 4.12.1.2 Meet **meaningful use** criteria using certified EHR technology
 - 4.12.1.3 Successful **attestation** using CMS web-based attestation system, to qualify the City of Houston to meet meaningful use criteria using certified EHR technology.
 - 4.12.2 Can registration for CMS payment be achieved through use of this application?
- 5.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT (Project Management Requirements):**
- 5.1 Provide a detailed Project Implementation Plan and Project Management Team with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
- 5.1.1 Include the implementation plan the Proposer intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
 - 5.1.2 Describe services to be provided to ensure success of the project e.g. publicize the system to employees, organizing support infrastructure and processes, consulting on content set up and management etc.
 - 5.1.3 Describe how the relationship between HDHHS and Proposer will be managed from an account and technical support perspective.
 - 5.1.4 Describe what is required of HDHHS to ensure the successful implementation of the system.
 - 5.1.5 Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
 - 5.1.6 Include a list of proposed project staff and key personnel.
 - 5.1.7 Provide resumes, experience narratives and at least three reference for key personnel who will be assigned to the project.
 - 5.1.8 Explain the relationship of the project management team with the Proposer, including job title and years of employment with the Proposer; role to be played in connection with the proposal; relevant certifications and experience.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S29-T24432

5.2 Provide a detailed Statement of Work (SOW) – Training Plan with the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.2.1 Include a description for training of both real time and batch responses for three different audiences:

5.2.1.1 Power users/administrators, general users, content creators and instructors.

5.2.1.2 Technical administrators of the proposed system.

5.2.1.3 Technical operations staff and support staff for the proposed system.

5.2.2 Describe the type and quantity of training that will be provided for each audience. The description must include:

5.2.2.1 The methods by which training will be provided e.g. online, on-site, webcast, self paced online courses etc;

5.2.2.2 A recommended training curriculum;

5.2.2.3 Explain how the Proposer will work with HDHHS to determine training needs and tailor the curriculum;

5.2.2.4 Explain the type of training that will be provided at what stage/phase of the project as well as follow-up training after implementation;

5.2.2.5 Explain the ability to provide training at a City location.

5.2.3 Describe the training facility requirements for physical layout, communication needs (internet connectivity, etc.), projectors, # of computers, etc. that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the Proposer.

5.3 Provide a detailed Statement of Work (SOW) – Project Work Plan with the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.3.1 Include a detailed work plan for the implementation and operation of the proposed system.

5.3.2 **Task Level** -The plan shall include all activities necessary for a successful project down to the task level (i.e. data conversion, etc.)

5.3.3 **Identify All Resources** - The plan shall clearly identify all Proposers (including subcontractors) and using agency resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify City resources needed for each task.

5.3.4 **Deliverables** – describe the deliverables of each task.

5.3.5 **Milestones** – Identify major milestones.

5.3.6 **Time lines** – describe the timeline of each task.

5.3.7 **Acceptance criteria** – describe the criteria used to determine completion of each task.

5.3.8 **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.

5.4 Provide a detailed System Documentation with the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.4.1 Describe the documentation provided to facilitate system implementation.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S29-T24432

- 5.4.2 Describe the System Administrator documentation provided.
- 5.4.3 Attach a listing summarizing available stock (“canned”) reports provided by the solution and a sample of each.
- 5.4.4 Describe how system documentation is provided (online, hard copy etc) for the initial implementation as well as future updates and releases.
- 5.5 Provide a detailed Acceptance Test Plan with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 5.5.1 Include an acceptance test plan. The plan shall individually address each system component that comprises of the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.
- 5.6 Provide a detailed Risk Management Assessment with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 5.6.1 Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources they are using agency may utilize to reduce risk.
- 5.7 Provide detailed On-Going Service and Support with the proposed plan for the RFP requirements, which should include, but not be limited to the following:**
 - 5.7.1 Describe the post implementation follow-up activities that will be provided by the Proposer, specifically addressing the following tasks:
 - 5.7.1.1 Post-live system debugging to bring application into full conformance with documentation, proposal and modification specifications.
 - 5.7.1.2 Six-month and 12-month post live operational (non-technical) audits to review HDHHS utilization of the software and to provide recommendations for optimizing benefits.
 - 5.7.1.3 Describe how application and support documentation is updated and distributed.
 - 5.7.2 Provide the normal hours and describe the channels (phone, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
 - 5.7.3 Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
 - 5.7.4 Explain if the cost of upgrades is included in the annual hosting fee.
 - 5.7.5 Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
 - 5.7.6 Explain if there is a user group. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Proposer.
- 6.0 FINANCIAL STATEMENTS:**

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S29-T24432

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

7.0 CONTENTS:

7.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

7.1.1 Title Page

7.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

7.1.3 Letter of Transmittal

7.1.4 Proposed Strategy/Operational Plan (Technical Requirements Items 4.0 thru 4.12.2)

7.1.5 Expertise/Experience/Qualification Statement (Project Management Requirements Items 5.0 thru 5.7.6)

7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years

7.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

7.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

7.1.11 Pricing Form/Fee Schedule (Exhibit III)

7.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

7.1.13 Affidavit of Ownership or Control (Exhibit VI)

7.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

7.1.15 Anti-Collusion Statement (Exhibit VIII)

7.1.16 Conflict of Interest Questionnaire (Exhibit IX)

7.1.17 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)

7.1.18 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952) or submit with proposal response.

7.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S29-T24432

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) 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 Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Proposed Strategy and Operational Plan (Technical Requirements)	35%
2.1.2	Expertise/Experience/Qualifications (Project Management)	30%
2.1.3	Price	15%
2.1.4	Financial Strength of Offeror	10%
2.1.5	Conformance to RFP Requirements	5%
2.1.6	M/WBE Participation	5%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S29-T24432**

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S29-T24432

NOTE: PROPOSAL 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 TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

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

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

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 I – REFERENCES
SOLICITATION NO.: S29-T24432

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S29-T24432**

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**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S29-T24432**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL					\$ _____
M/WBE PARTICIPATION AMOUNT					\$ _____ %
TOTAL BID AMOUNT					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S29-T24432**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S29-T24432**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S29-T24432**

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
 CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
 SOLICITATION NO.: S29-T24432**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
 ATTN: Carlecia Wright 713-837-9000
 611 Walker, 7th Floor
 Houston, Texas 77002

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S29-T24432**

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):

=====~~CANCELLATION~~=====

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 subcontractors 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.: S29-T24432**

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.: S29-T24432

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 <input checked="" type="checkbox"/> Commercial General Liability Claims Made <input checked="" type="checkbox"/> Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> 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	Statutory Limits	<input checked="" type="checkbox"/>	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.
For (Project Name)

CERTIFICATE HOLDER

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

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial Auto Forms | 06/01/04
POLICY NUMBER:

**COMMERCIAL AUTO
CA 04 03 06 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- GARAGE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S29-T24432

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 11 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 15 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 15 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____ Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S29-T24432**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

.....This endorsement modifies insurance provided under the following:.....

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S29-T24432

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

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

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

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal 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 PROPOSAL 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 Proposal.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S29-T24432**

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.: S29-T24432**

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 or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

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

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T24432

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 proposal, 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
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T24432

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

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

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

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T24432

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.: S29-T24432**

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

EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S29-T24432

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S29-T24432**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)

_____ (Contractor)
 (Name of Company)

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

This reporting period covers the preceding six months from _____ to _____, 19_____.

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

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

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

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

From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S29-T24432

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal 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.: S29-T24432

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

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

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/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 Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

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

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S29-T24432

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S29-T24432

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S29-T24432

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S29-T24432



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

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

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

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

**EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT
SOLICITATION NO.: S29-T24432**

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) *(Amount of Contract)*

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to “Pay” \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to “Play” by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee’s contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records. **Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

I hereby certify that the above information is true and correct.

 CONTRACTOR (Signature) _____ DATE

 NAME AND TITLE (Print or Type)