

# CITY OF HOUSTON, TEXAS

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### NOTICE OF REQUEST FOR PROPOSAL (RFP)



Houston Department of  
Health and Human Services

**SOLICITATION DUE  
DATE/TIME:**

**July 17, 2013 at 2:00 P.M., CST**

**SUBMITTAL LOCATION:**

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

**ATTN: MARLENE MCNEESE-WARD**

**DESCRIPTION:**

**Comprehensive HIV Prevention Services**

**PRE-PROPOSAL  
CONFERENCE:**

*Date*  
**June 28, 2013**

*Time*  
**10:00 A.M.**

*Location*  
**8000 N. Stadium Dr. 4th  
Floor DOC**

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 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**

**Contact Person:**

**Marlene McNeese-Ward**

Name

**marlene.mcneese-  
ward@houstontx.gov**

E-Mail Address

**May 24, 2013**

Date

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**

**Intent to Apply**

Please submit this form by **5:00 p.m., Friday, June 14, 2013.**

**TO: Marlene McNeese-Ward  
Bureau Chief, HIV/STD and Viral Hepatitis Prevention  
Bureau of HIV/STD and Viral Hepatitis Prevention  
Community Health Services Division**

**FAX: (832) 393-5235**

**This is to inform you that our organization is interested in applying for funding under the RFP for HIV/STD PREVENTION SERVICES. We understand that this is not a commitment, but is provided to the HDHHS only for the purposes of identifying interest in the RFP and to adequately plan for the proposal review process.**

AGENCY NAME:				
AGENCY ADDRESS:				
CONTACT PERSON:				
PHONE:		FAX:		
E-MAIL:				
EXPECTED NUMBER OF PROPOSALS TO BE SUBMITTED UNDER THIS RFP:				
Category 1:	Category 1:	Category 2:	Category 3:	Category 4:

**Signature of Executive Director, CEO, or designated Board Member**

**Date**

## **SPECIAL INSTRUCTIONS TO OFFEROR(S)**

### **1.0 SUBMITTAL PROCEDURE:**

- 1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink are to be submitted in a sealed envelope to:

City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002  
Attn: Marlene McNeese-Ward

- 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 Bureau of HIV/STD and Viral Hepatitis Prevention, Marlene McNeese-Ward, telephone: 832.393.4735, or e-mail (preferred method to): marlene.mcneese-ward@houston.tx.gov, no later than Wednesday, July 3, 2013 at 5:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all 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.

## **SPECIAL INSTRUCTIONS TO OFFEROR(S)**

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

### **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 Bureau Chief, 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 Secretary and the City Purchasing Agent. A pre-award protest of the RFP shall be received by the City Secretary and the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) 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.

## UNIFORM INSTRUCTIONS TO OFFEROR(S)

- 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 **January 1, 2014** and expires on or about **December 31, 2014**.
- 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

## UNIFORM INSTRUCTIONS TO OFFEROR(S)

Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

- 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.

# GENERAL TERMS AND CONDITIONS

## 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

## **GENERAL TERMS AND CONDITIONS**

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.

### **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**

## GENERAL TERMS AND CONDITIONS

**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:

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)

3.2.5 Professional Liability (USE IF ONLY If Applicable)

3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate

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

## GENERAL TERMS AND CONDITIONS

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.
- 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

## GENERAL TERMS AND CONDITIONS

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
- 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*

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*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.**

## **SPECIAL TERMS AND CONDITIONS**

### **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 24 % 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.

# SPECIAL TERMS AND CONDITIONS

## **6.0 HIRE HOUSTON FIRST:**

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

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](http://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](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952.

### **6.2 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).

<b>8.2 <u>EVENT</u></b>	<b><u>DATE</u></b>
Date of RFP Issued	June 7, 2013
Pre-Proposal Conference	June 28, 2013
Questions from Proposers Due to City	July 3, 2013
Proposals Due from Offeror(s)	July 17, 2013
Council Agenda Date (Estimated)	November 13, 2013
Contract Start Date ( <i>Estimated</i> )	January 1, 2014

# SPECIFICATIONS / SCOPE OF WORK

## I. Purpose

The Houston Department of Health and Human Services (HDHHS) Bureau of HIV/STD and Viral Hepatitis Prevention announces the availability of funds to support the delivery of comprehensive HIV/STD Prevention Services in the Houston/Harris County, including HIV health education and risk reduction services (HE/RR), HIV/STD counseling, testing, referral and linkage services (CTR), social marketing and school-based prevention programs. targeted to or intended to benefit persons at high risk for HIV/STD infection or HIV infected persons with risk for secondary HIV/STD infection in Houston/Harris County.

This Request for Proposals (RFP) will solicit HIV/STD Prevention Services that target and serve those prioritized risk groups identified and recommended for funding by the Houston HIV Prevention Community Planning Group (CPG) and outlined in the Houston Area Comprehensive HIV Prevention and Care Services Plan for 2012-2014. In accordance with the National HIV/AIDS Strategy (<http://www.whitehouse.gov/sites/default/files/uploads/NHAS.pdf>), this RFP seeks to focus on addressing the HIV epidemic in Houston/Harris County by reducing new infections, increasing access to care, improving health outcomes for people living with HIV, and promoting health equity. Standard performance measures for HIV prevention programs that are consistent with the focus of the National HIV/AIDS Strategy on improving performance and accountability will be included as a requirement of awarded programs.

The purpose of this RFP is to support implementation of high impact comprehensive HIV prevention programs to achieve maximum impact on reducing new HIV infections. In accordance with the NHAS, this FOA focuses on addressing the local HIV epidemic, reducing new infections, increasing access to care, improving health outcomes for people living with HIV, and promoting health equity. The aforementioned will be achieved by enhancing public health departments' capacities to increase HIV testing, refer and link HIV positive persons to medical care and other essential services, and increase program monitoring and accountability.

The goal of this RFP is to reduce HIV and STD transmissions by building capacity of community-based organizations to:

- Focus HIV prevention efforts in communities where HIV is most heavily concentrated to achieve the greatest impact in decreasing the risks of acquiring HIV.
- Increase HIV testing.
- Increase access to care and improve health outcomes for people living with HIV by linking them to continuous and coordinated quality care and much needed medical, prevention and social services.
- Increase awareness and educate communities about HIV and STDs and how to prevent transmission.
- Expand targeted efforts to prevent infections using a combination of effective, evidence-based approaches, including delivery of integrated and coordinated biomedical, behavioral, and structural HIV prevention interventions.
- Reduce HIV-related disparities and promote health equity.

This program addresses the "Healthy People 2020" focus areas of HIV prevention.

This RFP seeks to identify organizations that 1) have the expertise, demonstrated success and desire to implement evidence-based, culturally-sensitive, linguistically- and developmentally-appropriate HIV/STD Prevention Services to persons at greatest risk for HIV infection or greatest risk for HIV transmission in Houston/Harris County, 2) are willing to aggressively contribute to reducing incident HIV infections in Houston/Harris County, and 3) demonstrate financial stability. HIV/STD Prevention Services funded under this RFP will be distributed throughout five specific geographic areas within the Metropolitan Statistical Area (MSA) with high HIV and STD morbidity, which includes; 1) Sunnyside/South Park, 2) Greater Fifth Ward, 3) Acres Homes, 4) Sharpstown/Southwest Houston, and the 5) Montrose. This targeted public health and community mobilization effort has become branded as the Strategic AIDS/HIV Focused Emergency Response (SAFER) Initiative. The Bureau of HIV/STD and Viral Hepatitis Prevention will accept proposals for HIV/STD Prevention Services in the following categories:

## SPECIFICATIONS / SCOPE OF WORK

- Category 1: **Health Education/Risk Reduction (HE/RR)**, including outreach, individual-level interventions (ILI), group-level interventions (GLI), community-level interventions (CLI) and health communication/public information (HC/PI) targeted to high-risk HIV-negative persons and HIV-positive persons. This category is intended to increase knowledge, awareness and skills to decrease the prevalence of HIV risk behaviors, to maintain and reinforce risk reduction behaviors and create community norms and values that support HIV risk reduction efforts, learning of one's HIV status and disclosure of HIV serostatus, when appropriate. This category will secondarily serve as a vehicle to refer HIV at-risk persons of unknown HIV serostatus to available HIV counseling, testing and referral services.
- Category 2: **HIV/STD Counseling, Testing, Referral and Linkage (CTR) including Syphilis Elimination**, includes the following: risk assessment, rapid and conventional HIV-antibody testing, disclosure counseling, post-disclosure counseling, partner counseling, referral services and social networks targeted to persons of unknown HIV status. Two interventions will be funded, Targeted HIV Screening and Protocol-Based Counseling. Funding under this category will emphasize confidential HIV testing services and will support HIV testing in settings such as community-based venues, outreach settings, and mass testing days. All HIV CTR programs are required to concurrently test for Syphilis when testing for HIV.
- Category 3: **Social Marketing**, designed to alter HIV testing and risk reduction behaviors, correct misperceptions and misinformation, and create a supportive environment for communication about what it means to be HIV-positive or HIV-negative. This intervention will provide education and awareness to addresses community norms and other barriers preventing individuals from testing or accessing needed services, including: 1) fear of the impact of an HIV diagnosis, 2) lack of knowledge about testing sites and procedures, 3) lack of knowledge about the health care system, and 4) HIV related stigma.
- Category 4: **School-Based Programs** including the development and provision of an innovative HIV/AIDS training program that increases broad school-based support for HIV/AIDS education among school administration, teachers and medical staff, school boards, parent-teacher organizations and parents for comprehensive HIV education and prevention activities for students.

## II. Background

One purpose of the Bureau of HIV/STD and Viral Hepatitis Prevention is to develop an effective response to the HIV/AIDS epidemic in Houston/Harris County by improving our response to HIV infection and associated risk factors, preventing the spread of HIV, maximizing health and social outcomes and coordinating effective and efficiently targeted comprehensive services for those at risk for, living with or affected by HIV.

To accomplish this mission, the HDHHS partners with a broad array of public and private service providers to deliver HIV prevention programs that include a range of tailored interventions designed to help persons learn their HIV status, develop skills to prevent HIV infection or HIV transmission, reinforce behaviors that help mitigate HIV infection and transmission, and provide linkage to HIV and other systems of care. The HDHHS maintains partnerships to create prevention service delivery networks, to implement multiple morbidity programming, to implement structural interventions and to implement site-specific (e.g. County jails) or community-specific (e.g. faith community) interventions.

HIV prevention partnerships most often are in the form of contracted services with community-based organizations (CBOs), local hospitals and clinics, and programs within the HDHHS. These contracts are primarily supported with grant funds from the Centers for Disease Control and Prevention (CDC), and the Texas Department of State Health Services (DSHS).

## SPECIFICATIONS / SCOPE OF WORK

### *Houston/Harris County and the HIV/AIDS Epidemic*

As of 2010 Census data, the Houston-Sugar Land-Baytown Metropolitan Statistical Area (MSA) has a total population of 5,946,800, with Houston serving as the largest principal city. The City of Houston, with a population of 2,099,451, is the most populous city in Texas and the fourth most populous city in the United States.<sup>1</sup> The majority of Houston lies within Harris County. The City of Houston Department of Health and Human Services (HDHHS) is currently responsible for HIV/STD surveillance and partner services for all of Harris County and monitors trends for both the City of Houston and the County. Spanning more than 1,700 square miles with nearly 4.1 million residents, Harris County is the most populous county in Texas and the third most populous county in the United States.<sup>1</sup>

The Texas Department of State Health Services (DSHS) reports that, since 2004, the number of persons living with HIV/AIDS in Texas has steadily increased each year by 5%.<sup>2</sup> While the increase reflects increased survival time due to improved treatment, rates of new HIV diagnoses remain high in Houston. Houston/Harris County's 2011 rate of new HIV diagnoses was 29.9 per 100,000, 1.9 times higher than the estimated rate of diagnoses for the United States overall (15.8 per 100,000).<sup>3,4</sup> Specifically, 1,249 cases of HIV were newly diagnosed and reported to the HDHHS in 2011, and 20,022 people were estimated to be living with HIV in Houston/Harris County.<sup>3</sup> The rate of people living with HIV (PLWH) in Houston/Harris County at the end of 2010 was 489.2 per 100,000, 1.7 times higher than the estimated rate of PLWH for the United States overall (282.2 per 100,000).<sup>3,4</sup>

Harris County has the highest number of cases of HIV, AIDS, Chlamydia, gonorrhea, primary and secondary (P&S) syphilis, and total syphilis of any county in Texas.<sup>5,6</sup> With a disproportionate burden of both HIV and STDs, Houston/Harris County has not only stood out in comparison to other counties in Texas but has also stood out nationwide. As of the latest CDC estimates, the Houston-Sugar Land-Baytown MSA ranked 12<sup>th</sup> nationally in rate of new HIV diagnoses.<sup>4</sup> Similarly, Harris County ranked 3<sup>rd</sup> in cases of Chlamydia, 5<sup>th</sup> in cases of gonorrhea, and 8<sup>th</sup> in cases of P&S syphilis nationally.<sup>7</sup>

In response to these alarming statistics, the Bureau of HIV/STD and Viral Hepatitis Prevention continually collaborates with epidemiologists to closely examine HIV and STD rates throughout the Houston Area to appropriately target prevention activities. From local analysis, data shows that the burden of HIV/STD is not distributed evenly throughout the MSA. Houston/Harris County accounted for 85.5% of all new HIV diagnoses for the entire MSA in 2009. Furthermore, 88.5% of people living with HIV/AIDS at the end of 2009 in the MSA lived in Houston/Harris County. Of the ten counties that make up the Houston-Sugar Land-Baytown MSA, Harris County had the highest proportion (84.7%) and rate of new HIV diagnoses in 2009. Similarly, of all cities in the MSA, the City of Houston had the highest proportion of new HIV diagnoses (78.3%).<sup>8</sup>

Within Houston/Harris County, the demographic, socioeconomic, and geographic disparities that define HIV disease distribution are considerable. Males made up 74.3% of PLWH at the end of 2010 and 76.5% of new diagnoses in 2011. Approximately 51.8% of all PLWH and 60.8% of new diagnoses in 2011 had an identified transmission risk of male to male sexual contact. Heterosexual sexual contact accounted for 31.2% of transmission risk, followed by IDU at 5.3% of new HIV diagnoses. When stratified by age cohort, persons 25-34 years had the highest rate of new diagnoses in 2011. Those 45-54 years of age make up the largest percentage and highest rate of persons living with HIV. The black population of Houston/Harris County consistently carries an uneven burden with rates of new STI diagnoses 6.0-13.5 times higher than that of the white population (HIV= 6.0 times higher, P&S syphilis= 7.8 times higher, Chlamydia= 8.4 times higher,

## SPECIFICATIONS / SCOPE OF WORK

gonorrhea= 13.5 times higher). In 2011, the black population made up 52.1% of all new HIV diagnoses.<sup>3</sup> In examining subpopulations, the DSHS reports that one in 32 black males ages 45-54 are living with HIV in the Houston EMA. This is the highest rate of any subpopulation and it is estimated that about half of these men are MSM. Other subpopulations with prevalence over 1% include black females 25-54 years, black men 25+ years, Hispanic men 45-54 years of age, and white men 45-54 years of age.<sup>2</sup> While the Hispanic population makes up a lower proportion of PLWH than the white population, the Hispanic population has a higher rate of new diagnoses (20.3 per 100,000 versus 14.7 per 100,000). The Hispanic population also has higher gonorrhea and Chlamydia rates than that of the white population (Chlamydia= 2.3 times higher, gonorrhea= 1.4 times higher).<sup>3</sup> The Centers for Disease Control and Prevention (CDC) reports that STDs increase susceptibility to HIV and increase the likelihood of HIV transmission. Therefore, Houston's disproportionate STD burden among some populations must be considered as a biological contributor to the current HIV distribution.

Increasingly, effort and resources have been placed on research examining health equity in the United States. This research has overwhelmingly shown that individual risk behavior alone does not account for the health disparities observed, especially in regard to HIV/STD. Social determinants of health that have been implicated as drivers of HIV/STD include (not limited to): stigma, educational attainment, discrimination, income, health literacy, access to quality health care, unemployment, and differences in sexual networks. Subpopulations in Houston/Harris County undoubtedly experience different levels of behavioral, societal, and contextual risks in their particular communities in comparison to other groups. The CDC highlights that a test-seeking barrier particularly facing the African American and Hispanic communities is stigma.<sup>9,10</sup> This may contribute to the finding that 67% of HIV infected black MSM were unaware of their status in a 2005 study of five US cities.<sup>9</sup> An additional risk affecting females is correctly ascertaining a male partner's risk factors in regard to male-to-male sexual contact. This is of particular concern to the Hispanic community as studies have shown that Hispanic MSM have the highest rates of unprotected male-to-male sexual contact. The CDC also lists socioeconomic factors such as immigration status and language barriers as HIV prevention challenges for the Hispanic population.<sup>10</sup> An existing high HIV/STD prevalence in a community puts those in the community at greater risk of being exposed. For communities with high HIV prevalence, such as MSM and African Americans, this contextual factor must be considered in all discussions of transmission risk. The CDC specifically cites that African Americans face a great risk of exposure as there are more people living with HIV in the African American community and African Americans "tend to have sex with partners of the same race/ethnicity". This intersection of high prevalence and analogous sexual networks contributes to the high burden of new HIV diagnoses. Other challenges for the African American community include the highest poverty rate of any race that hinders access to housing, education, and quality health care.<sup>11</sup> Youth, particularly young MSM, have been disproportionately affected by high rates of new HIV diagnoses. Young people have also suffered the greatest burden of other STDs in Houston/Harris County, putting the cohort at increased risk.

Particularly for the geographic areas most impacted by high rates of HIV/STD in Houston/Harris County, several social determinants of health have been examined in preparation for enhanced prevention efforts. The HDHHS Bureau of Epidemiology staff has linked geocoded HIV surveillance data to social determinant of health Census variables. This further analysis found that percent of persons living below the poverty line and percent of persons living in extreme poverty were significantly associated with the number of residents newly diagnosed with HIV in both 2008 and 2009<sup>12</sup>.

The Bureau of HIV/STD and Viral Hepatitis Prevention (Bureau) is charged with the development of a response to the HIV/AIDS epidemic in Houston/Harris County by improving knowledge of associated risk factors, preventing the spread of HIV, maximizing health and social outcomes and coordinating effective and efficiently targeted comprehensive services for those at risk for, living with or affected by HIV. Concurrent HIV/AIDS diagnoses can be attributed to many factors, including lack of access to care, lack of health insurance, stigma, and low self-perceived risk of HIV infection. Traditional, risk-based, targeted counseling and testing services

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are unlikely to overcome these factors. Active integration of HIV and STD services is a hallmark of the HDHHS-Bureau of HIV/STD and Viral Hepatitis Prevention. HDHHS strongly encourages active service integration at the individual or patient level to provide HIV testing that wherever appropriate, includes testing for syphilis, gonorrhea, and Chlamydia, HBV and HCV.

### Works Cited

- <sup>1</sup>United States Census Bureau, American FactFinder. *Profile of General Population and Housing Characteristics, Census Summary File 1, 2010*. Accessed April 2013.
- <sup>2</sup>Texas Department of State Health Services. *2010 Texas Integrated Epidemiologic Profile for HIV/AIDS Prevention and Services Planning, Publication E13-11937*. <http://www.dshs.state.tx.us/hivstd/reports/>. Revised January 2012.
- <sup>3</sup>Houston Department of Health and Human Services. *Unpublished, local surveillance (eHARS and STD\*MIS) data*. Data as of 12/2012 (HIV risk redistributed using multiple imputation technique). Bureau of Epidemiology, HIV Surveillance Program. Bureau of HIV/STD and Viral Hepatitis Prevention. Accessed April 2013.
- <sup>4</sup>Centers for Disease Control and Prevention. *HIV Surveillance Report, 2011*; vol. 23. <http://www.cdc.gov/hiv/topics/surveillance/resources/reports/>. Published February 2013.
- <sup>5</sup>Texas Department of State Health Services. *Texas HIV Surveillance Report, 2010*. <http://www.dshs.state.tx.us/hivstd/reports/>. Published 2012.
- <sup>6</sup>Texas Department of State Health Services. *Texas STD Surveillance Report, 2011*. <http://www.dshs.state.tx.us/hivstd/reports/>. Published 2012.
- <sup>7</sup>Centers for Disease Control and Prevention. *Sexually Transmitted Disease Surveillance 2011*. Atlanta: U.S. Department of Health and Human Services; 2012.
- <sup>8</sup>Houston Department of Health and Human Services. *Unpublished, local surveillance (eHARS) data*. Data as of 7/2011. Bureau of Epidemiology, HIV Surveillance Program. Accessed August 2011.
- <sup>9</sup>Centers for Disease Control and Prevention. *HIV among African Americans*. Fact Sheet, September 2010.
- <sup>10</sup>Centers for Disease Control and Prevention. *HIV among Hispanics/Latinos*. Fact Sheet, December 2010.
- <sup>11</sup>Centers for Disease Control and Prevention. *HIV among African Americans*. Fact Sheet, February 2013.
- <sup>12</sup>Katherine Ngo MPH, Biru Yang MPH PhD, Monica Slentz MS, Lu-Yu Hwang MD. *Unpublished data*. Bureau of Epidemiology, Houston Department of Health and Human Services; 2011.

## SPECIFICATIONS / SCOPE OF WORK

Increasingly, effort and resources have been placed on research examining health equity in the United States. This research has overwhelmingly shown that individual risk behavior alone does not account for the health disparities observed, especially in regard to HIV/STD. Social determinants of health that have been implicated as drivers of HIV/STD include (not limited to): stigma, educational attainment, discrimination, income, health literacy, access to quality healthcare, unemployment, and differences in social networks. Subpopulations in Houston/Harris County undoubtedly experience different levels of behavioral, societal, and contextual risks in their particular communities in comparison to other groups. The CDC highlights that a test-seeking barrier particularly facing the African American and Hispanic communities is stigma<sup>8,9</sup>. This may contribute to the finding that 67% of HIV infected black MSM were unaware of their status in a 2005 study of five US cities<sup>8</sup>. An additional risk affecting females is correctly ascertaining a male partner's risk factors in regard to male-to-male sexual contact. This is of particular concern to the Hispanic community as studies have shown that Hispanic MSM have the highest rates of unprotected male-to-male contact. The CDC also lists socioeconomic factors such as immigration status and language barriers as HIV prevention challenges for the Hispanic population<sup>9</sup>. An existing high HIV/STD prevalence in a community puts those in the community at greater risk of being exposed. For communities with high HIV prevalence, such as MSM, this contextual factor must be considered in all discussions of transmission risk. Youth 20-24 years have been disproportionately affected by high rates of new HIV diagnoses. Young people have also suffered the greatest burden of other STDs in Houston/Harris County, putting the cohort at increased risk.

Particularly for the geographic areas most impacted by high rates of HIV/STD in Houston/Harris County, several social determinants of health have been examined in preparation for enhanced prevention efforts. The HDHHS Bureau of Epidemiology staff has linked geocoded HIV surveillance data to social determinant of health Census variables. This further analysis found that percent of persons living below the poverty line and percent of persons living in extreme poverty were significantly associated with the number of residents newly diagnosed with HIV in both 2008 and 2009<sup>9</sup>.

The Bureau of HIV/STD and Viral Hepatitis Prevention (Bureau) is charged with the development of a response to the HIV/AIDS epidemic in Houston/Harris County by improving knowledge of associated risk factors, preventing the spread of HIV, maximizing health and social outcomes and coordinating effective and efficiently targeted comprehensive services for those at risk for, living with or affected by HIV. Concurrent HIV/AIDS diagnoses can be attributed to many factors, including lack of access to care, lack of health insurance, stigma, and low self-perceived risk of HIV infection. Traditional, risk-based, targeted counseling and testing services are unlikely to overcome these factors. Active integration of HIV and STD services is a hallmark of the HDHHS-Bureau of HIV/STD and Viral Hepatitis Prevention. HDHHS strongly encourages active service integration at the individual or patient level to provide HIV testing that wherever appropriate, includes testing for syphilis, gonorrhea, and Chlamydia, HBV and HCV.

### ***Advancing a Public Health Approach to Improve Sexual Health***

The RFP supports efforts to improve program impact for prevention of HIV, STD, and viral hepatitis by enhancing traditional disease-specific control efforts with a holistic health promotion framework that more comprehensively addresses broader issues of health and wellness, including sexual health. Sexual health is considered to be a state of physical, emotional, mental, and social well-being in relation to sexuality. Although it is inextricably bound to both physical and mental health, it is not limited to the absence of disease and dysfunction and is an important component of health across the lifespan. It includes the ability to understand and weigh the risks, responsibilities, outcomes, and impacts of sexual actions, and requires a positive and respectful approach to sexuality and sexual relationships and a respect for sexual rights.

HIV, STD, and viral hepatitis are highly stigmatized conditions, associated with sensitive behaviors, and are often concentrated among socially marginalized populations. Consequently, use of a broader sexual health-focused framework has the potential for reducing the fear, discrimination, and stigma associated with these conditions, thus enabling better reach of prevention programs to the general public, populations at risk, and health care providers. A more holistic and comprehensive health-focused framework may also help facilitate more open and honest societal dialogue around sensitive issues that are critically important to comprehensively address human sexuality, relationships, and sexual behavior. This approach is consistent with NHAS, which calls for more comprehensive and holistic approaches to reduce

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HIV incidence in the United States and provides an opportunity for working together to advance a public health approach to sexual health that includes HIV prevention.

In Houston/Harris County, HIV/STD Prevention Services are planned jointly by the Bureau of HIV/STD and Viral Hepatitis Prevention and the Houston HIV Prevention Community Planning Group (CPG), consistent with the requirements of the HDHHS' HIV Prevention Cooperative Agreement with the Centers for Disease Control and Prevention (CDC). This Request for Proposals is based on the past and recent recommendations of the CPG to the HDHHS.

### ***Prioritized Risk Groups***

Every five years, in response to the Centers for Disease Control and Prevention (CDC)'s Funding Opportunity Announcement (FOA) for comprehensive HIV prevention programs for local health departments, the Houston Department of Health and Human Services (HDHHS), the local health jurisdiction responsible for HIV prevention activities for Houston and Harris County, conducts an inventory of all known HIV prevention activities in the Houston Area. During this process, an environmental scan and key informant interviews are conducted to identify needs, gaps, and barriers to HIV prevention services. This process was last conducted in August 2011.

In September 2011, for the first time in the Houston Area's history, HIV prevention planning and HIV care planning joined together to produce an integrated jurisdictional HIV prevention and care services plan. This integrated planning process was then also purposely designed to consider national system changes; it sought to ensure that the resulting document would be in alignment with the National HIV/AIDS Strategy (as well as with other federal plans and statewide efforts) and be inclusive of the Houston Area iterations of the national acceleration initiatives ECHPP (*Enhanced Comprehensive HIV Prevention Planning*) and EIIHA (*Early Identification of Individuals with HIV/AIDS*). The National HIV/AIDS Strategy, health insurance reform, the most promising HIV prevention research in decades, a greater understanding of the socio-ecological factors that influence HIV, and new initiatives designed to accelerate HIV prevention and care in the most impacted communities have all taken root since the last time Houston's HIV community gathered to articulate its vision for an ideal HIV system. In this new landscape, the approach to designing an ideal system for the Houston Area was also transformed.

HIV infection continues to occur disproportionately in certain population groups and geographic communities. As a result, HIV prevention and care services are needed most by certain populations and communities. Though a comprehensive plan for HIV prevention and care for a jurisdiction is intended to describe an entire HIV system for all residents, it must also respond to where the epidemic is actually occurring and take steps to ensure that the HIV prevention and care services needs of those who are impacted most will be met; in other words, it must identify priorities for the entire system. Figure 3 shows the priority populations for HIV prevention and care services for the Houston Area for the next three years. The intent of this list is that, as the goals, solutions, activities, and efforts outlined in this document are implemented, these populations will be their highest priority.

Priority Populations for the 2012-2014 Houston Area for HIV Prevention as outlined in the Prevention and Care Services Plan are:

- **Men**
- **HIV+ Individuals**
- **Needle-sharing, incl. Injection Drug Users (IDU)**
- **Transgender**
- **Women, incl. pregnant women and those of childbearing age**
- **Youth (age 13 – 24), incl. Adolescents (age 13 -17)**

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## III. Availability of Funds

The HDHHS Bureau of HIV/STD and Viral Hepatitis Prevention plans to purchase HIV/STD Prevention Services totaling approximately \$2 million under this RFP. The amount of funding available to support these services is subject to variance depending upon changes in available local, state and federal resources. The HDHHS will review various factors in making funding recommendations including, but not limited to, overall cost effectiveness, technical expertise, experience in providing proposed program activities and meeting past program goals, organizational financial stability, and demonstrated responsibility in delivering contracted services. For purposes of this RFP, HIV/STD Prevention Services will be purchased under the following five categories at the identified total available amounts. Geographic need will also be considered.

### **CATEGORY 1: HIV Health Education/Risk Reduction Counseling (\$300,000)**

The HDHHS will fund between two (2) and three (3) programs between \$100,000 and \$200,000 annually to provide HIV health education and risk reduction services to identified priority populations in Houston/Harris County. Under this category, the HDHHS will consider funding a broad cross-section of outreach, individual-level, group-level, community level, and health promotion interventions targeted to HIV-positive and HIV-negative persons of the identified prioritized populations under a cost-reimbursement fee structure. All programs proposing to serve persons living with HIV must develop and integrate a partner elicitation strategy into their respective program designs. Priority will go to programs proposing to implement HE/RR within clinical settings with a demonstrated ability to link participants to medical, care, and other social support services.

### **CATEGORY 2: HIV Counseling, Testing and Referral Services including Syphilis Elimination (\$1,100,000)**

Under this category, the HDHHS will fund HIV counseling, testing and referral services targeted to persons of unknown HIV status in a broad cross-section of venues throughout Houston/Harris County under a cost-reimbursement fee structure. All HIV CTR programs will also receive Syphilis Elimination funding and be required to concurrently test for Syphilis when testing for HIV. The HDHHS will support testing in the following areas of emphasis and funding ranges:

- Up to three (3) HIV testing programs in clinic-based (traditional) settings between \$100,000 and \$150,000 each.
- Up to five (5) HIV testing programs in community-based venues (non-traditional settings) between \$100,000 and \$150,000 each.
- Up to five (5) HIV testing programs in outreach settings including mass testing day events (non-traditional settings) between \$100,000 and \$150,000 each.

### **CATEGORY 3: Social Marketing (\$300,000)**

Under this category, the HDHHS will fund up to two (2) social marketing projects at a combined level not to exceed \$296,000 annually to support the delivery of HIV prevention messages to high-risk HIV-negative and HIV-positive persons throughout Houston/Harris County under a cost-reimbursement fee structure.

### **CATEGORY 4: School-Based Programs (\$300,000)**

Under this category, the HDHHS will fund up to two (2) school-based structural intervention prevention programs at a combined level not to exceed \$200,000 annually, to support the delivery of a school-based structural intervention targeted to teachers, school administrators and parent/teacher associations in the Houston Independent School District (HISD) throughout Harris County under a cost-reimbursement fee structure.

## LIMITATIONS OF FUNDING

The City of Houston shall not in any way be liable or responsible to a Proposer or any third party for any costs incurred in connection with the preparation or submission of any proposal, in connection with the modification of any of the Proposer's operations in response to this RFP, in connection with a Proposer's protest of the contract award process, or in connection with the contract negotiation process.

## IV. Contract Term

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The HDHHS Bureau of HIV/STD and Viral Hepatitis Prevention plans to have an overall contract period (including initial term and renewal option) of one (1) year, subject to changes in local, state and federal resources, from January 1, 2014 through December 31, 2014, consistent with the CPG updates to the Houston Area Comprehensive HIV Prevention and Care Services Plan. The contract term shall include an initial one-year term and three one-year renewal options. The renewal options will be at the sole discretion of the Director of the Houston Department of Health and Human Services or his/her designee. The contract shall commence after approval by the City Council, but not prior to January 1, 2014.

When responding to this RFP, Proposers should submit a budget reflective of a twelve (12) month contract term from January 1 through December 31, 2014. Depending on the funding source of the funded proposals (CDC, Texas Department of State Health Services, Department of Housing and Community Development, or City of Houston General Fund), the annual contract periods may vary and need to be adjusted (January 1 through December 31 or July 1 through June 30). Please refer to the Forms section of this RFP for additional budget instructions (page 62). Continued funding beyond the first and subsequent terms will be dependent upon contractor performance and the availability of funding.

### **V. Minimum Mandatory Eligibility Requirements and Funding Preferences**

Interested and qualified Proposers under any funding categories (1, 2, 3, and 4) that can demonstrate their ability to successfully provide the required services outlined in the Statement of Work section of this RFP are invited to submit proposal(s) for any of the funding categories, provided they meet the following requirements.

- Proposer is a public entity, or a university or research institution, or a 501(c)(3) private non-profit provider. One of the following documents must be included among the proposal attachments as acceptable evidence of non-profit status:
  - 1) **A copy of** a currently valid IRS tax exemption certificate;
  - 2) A reference to the applicant organization's listing in the Internal Revenue Service's most recent list of tax-exempt organizations described in Section 501(c)(3) of the IRS Code; or
  - 3) **A statement from** a state taxing body, State Attorney General, or other appropriate state official certifying that the applicant organization has a non-profit status and that none of the net earnings accrue to any private shareholders or individuals.

Proposer must certify intent to comply with all applicable local, State and federal client-level reporting requirements, including, but not limited to, intent to use the Electronic Client-Level Integrated Prevention System (ECLIPS) is a newly developed Internet-based data system that will allow the HDHHS HIV Prevention Program to accurately ensure individuals newly-diagnosed with HIV are referred and retained into HIV primary care services.

The ECLIPS will provide improved management and tracking of HIV prevention contractor activities and client data from counseling, testing and referral (CTR) and health education/risk reduction (HE/RR) services; interface with Cyberlab and Rhapsody Connect for HIV/STD test results; be in compliance for the CDC Program Evaluation and Monitoring System (PEMS); and track primary care referral activities in HCPHES CPCDMS. The ECLIPS will also import expanded testing data on a monthly basis. Imported records will be matched against existing clients in the database, and the test added to the existing client as appropriate. A new client record will be created for incoming records with no existing client match.

It is mandatory that an ECLIPS Contact person (one representative per agency) attend the ECLIPS training. An ECLIPS Contact person is an agency representative that will be responsible for ensuring that ECLIPS training, policies and procedures are followed and maintained within their agency. The ECLIPS Contact person will receive updates and notices that will need to be shared with their agency and certified ECLIPS users. As we deploy and implement ECLIPS it is important that the ECLIPS Contact person understand both how to use ECLIPS and the user policies associated with daily ECLIPS use.

- Proposer must certify intent to deliver HIV/STD Prevention Services at hours that maximize service delivery and are consistent with client need. Evening service delivery hours will be necessary as will be a departure from the traditional 9:00 am to 5:00 pm Monday through Friday service delivery schedule;

## **SPECIFICATIONS / SCOPE OF WORK**

- Proposer must comply with the proposal format and requirements set forth in the Proposal Submission Requirements section of this RFP.

*Additional minimum eligibility requirements for each funding category are as follows:*

### **CATEGORY 1: HIV Health Education and Risk Reduction Counseling**

- Proposer must demonstrate at least three years targeting and successfully engaging the intended prioritized population;
- Proposer must comply with all applicable outreach, individual-level, group-level, and community-level program indicator data collection and reporting requirements.
- Proposers serving persons living with HIV must develop and integrate a partner elicitation strategy into their respective program designs.

### **CATEGORY 2: HIV Counseling, Testing, and Referral Services including Syphilis Elimination**

- Proposer must understand and promote the benefits of confidential HIV-antibody testing services;
- Proposer must comply with all Texas HIV/AIDS and STD names reporting requirements under a timeline defined by the HDHHS in partnership with the Texas DSHS;
- Proposer must demonstrate at least three years' experience providing CTR services consistent with State and local guidelines;
- Proposer must demonstrate past compliance with CTR prioritized population and return rate standards or articulate a plan to reach these goals if past standards were not met;
- Proposer must demonstrate strong counselor retention history or develop a counselor retention plan if counselor retention has been poor or counselor turnover has been high;
- If rapid HIV-antibody testing services are proposed, Proposer must provide: 1) documentation that testing staff have appropriate training to conduct the rapid test, 2) evidence of a Certificate of Waiver in accordance with the Clinical Laboratory Improvement Act (CLIA) to perform the rapid test, and 3) complete Agency rapid testing protocols and procedures.
- Proposer must provide documentation that appropriate CTR staff members have successfully completed phlebotomy training, including a preceptorship, or a plan to ensure this training is received by appropriate CTR staff members upon award.

### **CATEGORY 3: Social Marketing**

- Proposer must demonstrate at least five years' experience working with all proposed media outlets including but not limited to radio, television, print, and transit. Proposer must also demonstrate at least two years targeting and successfully engaging the intended prioritized population as well as two years' experience in conducting focus groups.

### **CATEGORY 4: School-Based Programs**

- Proposer must demonstrate at least five years' experience working with school boards, parent/teacher associations, teachers or school administrators on a health related structural intervention designed to meaningfully impact teaching to and learning of students, improve student health awareness or demonstrate positive health outcomes.

## **VI. High Impact HIV Prevention and Other Evidenced-based Prevention Guidance of National Significance**

After three decades of fighting HIV in the United States, we now have more prevention tools with proven effectiveness than ever. The HDHHS strongly supports the national HIV prevention approach launched by the Centers for Disease Prevention and Control (CDC) entitled High Impact HIV Prevention. This approach outlines a roadmap toward reductions in HIV throughout communities by using combinations of scientifically proven, cost-effective, and scalable interventions targeted to the right populations in the right geographic areas. In the High-Impact Prevention approach, HIV prevention efforts are guided by five major considerations:

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- **Effectiveness and cost.** While all proven interventions may have a place in HIV prevention programs, High-Impact Prevention prioritizes those that are most cost-effective at reducing overall HIV infections. Available cost-effectiveness data strongly supports interventions such as HIV testing and condom distribution, as well as many others. Programs to help people living with HIV avoid transmitting HIV to others are also cost-effective, since this group can be more efficiently served than the much larger population of people at risk for becoming infected.
- **Feasibility of full-scale implementation:** To make a substantial difference in new infections, priority should be placed on interventions that are practical to implement on a large scale, at reasonable cost. More time- and resource-intensive interventions, such as one-on-one or group counseling, should be reserved for people at the very highest risk of transmitting or becoming infected with HIV.
- **Coverage in the target populations:** Prevention planners should select interventions based in part on how many people can be reached once the intervention is fully implemented. For example, CDC recommends routine, opt-out HIV testing in health care settings for people regardless of risk, as research has shown that this approach can identify many people with undiagnosed HIV infection. Additionally, CDC supports targeted HIV testing in non-health care settings among people at higher risk, as this is a cost-effective tool for helping those individuals learn their HIV status.
- **Interaction and targeting:** It is also important to consider how different interventions interact, and how they can most effectively be combined to reach the most-affected populations in a given area. For example, expanding HIV testing can amplify the impact of efforts to increase adherence to treatment, particularly in areas where large numbers of people remain undiagnosed.
- **Prioritization:** To put the above considerations into practice, prevention planners need to rigorously assess the potential impact on HIV infections of combining different interventions for specific populations. This will allow for prioritizing the interventions that will have the greatest overall potential to reduce infections.

### Summary

The HDHHS will use any of the four types of evidence to determine whether intervention plans are supported by sufficient evidence. Two examples are provided below to further illustrate the difference between interventions that do and do not have sufficient evidence.

**Sufficient Scientific Evidence:** A contractor proposes to conduct an outreach intervention with MSM in public sex environments. This intervention replicates a previously evaluated outreach intervention conducted in public sex environments with the same population in a similar city.

**Insufficient Scientific Evidence:** A contractor proposes to conduct an outreach intervention with MSM. The intervention has not been evaluated and it does not appear to be adapted from an intervention that has been evaluated. Although the intervention plan mentions the Health Belief Model, there is no explanation of how the theory was used to develop the intervention. No other theory, formal or informal, is mentioned in the intervention plan.

## **VII. Program Descriptions, Definitions, Standards and Indicators**

The development of the intervention and sub-intervention definitions, standards and indicators provided below were formed by a review of the Centers for Disease Control and Prevention's (CDC), Guidelines for Health Education and Risk Reduction Activities, US Department of Health and Human Services, 1995, the CDC's Evaluating CDC-Funded Health Department HIV Prevention Programs: Volume 1 - Guidance & Volume 2 - Supplemental Handbook, and the CDC's HIV Prevention Health Department Program Guidance, PS12-1201. In addition, some definitions or terms have been added or enhanced to reflect the HDHHS Bureau of HIV/STD and Viral Hepatitis Prevention's position on HIV prevention activities based on their implementation locally and historically. In addition, the Bureau of HIV/STD and Viral Hepatitis Prevention continues to strengthen its quality management activities, and all funded agencies will be required to work with the HDHHS to meet prevention standards if they are changed or amended during the contract year. Funded programs are required to collect core indicator data to measure program outcomes.

## **SPECIFICATIONS / SCOPE OF WORK**

### **CATEGORY 1: HIV Health Education/Risk Reduction Counseling**

This category includes outreach, individual-level interventions, group-level interventions and community-level interventions consistent with the definitions and descriptions provided below. This category is intended to increase knowledge, awareness and skills to decrease the prevalence of HIV risk behaviors, to maintain and reinforce risk reduction behaviors and create community norms and values that support HIV risk reduction efforts, learning of one's HIV status and disclosure of HIV status, when appropriate. This category will secondarily serve as a vehicle to refer HIV at risk persons of unknown HIV status to available HIV counseling and testing, and social support services.

Proposed HE/RR programs, should provide behavioral risk screening followed by individual and group-level evidence-based interventions for HIV-negative persons at highest risk of acquiring HIV, particularly those in an HIV-serodiscordant relationship, or for those persons who are HIV positive with need for ongoing prevention services. HE/RR programs may focus on a singular prioritized population, or may target a primary and secondary prioritized population. The HDHHS will also consider proposals that effectively integrate HE/RR and CTR program services targeted to the same prioritized population.

#### **Tailoring Services Based on HIV Status**

HE/RR services must be tailored for targeted prioritized populations and populations. Because of the specificity of the services, curricula, and programs, the HDHHS requests that you include, in your proposal, a plan that demonstrates how your health education/risk reduction intervention will incorporate HIV counseling, testing and referral (CTR) strategies. For effective service provision, clients must know their HIV status in order to align them with the best-matched services. Strategies can include a proposal to fully integrate HIV counseling, testing and referral services through the development of a continuum of care model, so that CTR is an integral and consistent component of HE/RR services. Additional strategies can include a formal plan to offer CTR through a partnership with other community-based CTR providers who target the particular populations that you intend to serve. Lastly, to substantiate and strengthen your proposal, you can also include a protocol that provides the details you intend to implement as a part of your HE/RR services to make available testing services. Proposers scopes of work should also include objectives and implementation activities that support this integration and partnership.

### **CATEGORY 2: HIV Counseling, Testing and Referral Services including Syphilis Elimination**

This category includes the following: risk assessment, rapid and conventional HIV-antibody testing, disclosure counseling, post-disclosure counseling, partner counseling, referral services and social networks targeted to persons of unknown HIV status. Two interventions will be funded; 1) Targeted HIV Screening and 2) Protocol-Based Counseling. Funding under this category will emphasize confidential HIV testing services and will support traditional settings (clinic-based) for HIV testing as well as non-traditional settings such as community-based venues, outreach settings, and mass testing days. All HIV CTR programs will also receive Syphilis Elimination funding and be required to concurrently test for Syphilis when testing for HIV.

Proposed CTR programs in each of the subcategories may target more than one prioritized population, but must clearly identify the percentage of each BRG to be served. Consistent with a continuum of HIV service delivery, the HDHHS encourages proposals that effectively integrate CTR and HE/RR program services targeted to the same prioritized population. In these instances, the HDHHS will implement a cost reimbursement structure for HE/RR services and for CTR services under one program contract with two distinct program budgets.

All proposed CTR programs must implement the steps associated with counseling, testing and referral services consistent with the definition below, and, at a minimum, all funded programs must measure the prevention program indicators identified below as a condition of award.

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## **HIV COUNSELING, TESTING AND REFERRAL (CTR) DEFINITIONS**

HIV counseling, testing and referral services constitute an individual-level intervention designed to inform persons of their HIV status. It is the voluntary process of client-centered, interactive information sharing in which an individual is made aware of the basic information about HIV/AIDS, an explanation of testing procedures and test results, an assessment of the individual's risk for HIV transmission, a review of strategies to prevent HIV infection or transmission, a review and offering of partner counseling and referral services and the delivery of client-centered referrals.

- Diagnostic testing is performing an HIV test based on the presence of clinical signs or symptoms.
- Screening is performing an HIV test for all persons in a defined population.
- Targeted testing is performing HIV screening on subgroups of persons at higher risk, generally defined on the basis of behavioral, clinical, or demographic characteristics.
- Opt-out screening is performance of an HIV test after explaining the test and notifying the patient that the test will be done; consent is inferred unless the patient declines.
- Informed consent is a process of communication between patient and provider through which an informed patient can participate in choosing whether to undergo HIV testing. It may include providing information about HIV and the implications of HIV test results.
- HIV prevention counseling is an interactive process to assess risk, recognize specific behaviors that increase the risk for acquiring or transmitting HIV, and develop a plan to take specific steps that will reduce risks.

Over the past decade, the technology for HIV counseling, testing and referral services (CTR) has improved so that community-based providers (where available) now have a choice to offer individuals two different HIV testing technologies: Conventional and Rapid. Both Conventional and Rapid Testing can be provided either confidentially or anonymously; however, Rapid Testing allows the individual being tested to receive his or her HIV test results within a half hour of being tested.

HIV counseling, testing and referral services (CTR) are a voluntary, client-centered interactive process through which an individual seeks to learn his or her HIV status. During this process, the individual receives basic HIV/AIDS information, an explanation of testing procedures and test results, an assessment of the individual's risk for HIV transmission, a review of strategies to prevent HIV infection or transmission, information and offering of partner counseling and referral services, and the delivery of client-centered, linked referrals. Referrals are made as appropriate to the needs of the individual whether that person is newly diagnosed HIV positive or HIV negative. The components of CTR, regardless of testing technology, are as follows:

### ***Components of CTR***

- 1) Risk Assessment utilizes a standardized tool to determine the client's risk behavior and whether the client is in need of a high-level or low-level intervention. During Targeted HIV Screening, a brief one-on-one discussion and information sharing session with the client is included in the Risk Assessment session.
- 2) Prevention Counseling (PBC) Session is a one-on-one, client-centered interactive process that assists and encourages the client to identify the specific behaviors that place him or her at risk for getting or passing on HIV/STD/HCV. The process of counseling also helps the client identify and commit to a specific step designed to reduce the risk for HIV transmission or acquisition and gives a chance to practice skills that go along with that step.
- 3) HIV Test must be a Food and Drug Administration-approved HIV-antibody test to determine and confirm the presence of HIV antibodies.
- 4) Disclosure Counseling (PBC) Session occurs after the test results have been processed and returned. Within the context of a client-centered discussion, the CTR Risk Reduction Specialist (RRS) informs the client of his or her HIV-antibody test results. The CTR RRS integrates the test result in a meaningful discussion based on the individual's reported risk factors and consistent with his or her risk reduction efforts. This session reinforces the issues and topics discussed in a prevention counseling session. Also at this time, the CTR RRS provides the opportunity for partner elicitation and for clients to receive additional counseling, information, and linked referrals

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- 5) Post-Disclosure Counseling Session (PBC) occurs after the disclosure session and provides an additional opportunity for partner elicitation and for clients to receive counseling, information, and linked referrals. <sup>3</sup>For more information regarding Protocol-Based Counseling in Texas, including Quality Assurance Standards, go to: <http://www.dshs.state.tx.us/hivstd/training/pctools.shtm>
- 6) Partner Elicitation occurs during the Disclosure Counseling (Follow-Up) Session and/or the Optional Post-Disclosure Counseling Session once an individual has tested positive for HIV. This is an interaction in which the names, locating information and identifying information of the HIV-positive client's sex partners and/or needle-sharing partners are elicited. Partner Elicitation should be followed by a discussion of the best method of partner notification: by health department or by contract referral with the client. See also: Partner Counseling and Referral Services below.
- 7) Utilizing Social Networks<sup>2</sup> (Optional) is a strategy for reaching and providing CTR to persons with undiagnosed HIV infection. Enlisting HIV-positive or high-risk HIV-negative persons (i.e., recruiters) to encourage people in their network (i.e., network associates) to be tested for HIV may provide an efficient and effective route to accessing individuals who are infected, or at very high risk for becoming infected, with HIV and linking them to services.
- 8) Linked Referrals direct individuals being tested for HIV to a specific service of immediate need as assessed and prioritized during his or her individual assessment (e.g., group-level HE/RR program, CRCS, substance abuse treatment, medical care). The CTR counselor provides written information regarding the referral, which may include but not be limited to: date, client's name, agency referred to, reason for referral, and the name of the individual making the referral. The distinguishing characteristic of a linked referral is that verification is obtained regarding the client's access to the referred service(s). **In the context of prevention counseling, referral does not include ongoing support or management of the referral.**

### *De-Linking Counseling and Testing*

In certain situations, it may be appropriate and beneficial to de-link HIV counseling from HIV testing, i.e. not require counseling prior to administering an HIV test. With this Request for Proposals (RFP), the HDHHS is making this distinction using the CTR interventions listed above: 1) Targeted HIV Screening and 2) Protocol-Based Counseling (PBC). Targeted HIV Screening can be done without a counseling session while PBC requires counseling and may or may not include an HIV test. Proposers should understand and clearly define the benefits to the target prioritized population (BRG) in relation to the proposed CTR intervention(s).

### *HIV Testing Technologies*

- 1) Conventional HIV Testing requires a specimen (usually blood or oral fluid) to be collected from the client and sent to a laboratory for processing. A screening test for HIV antibodies (e.g. EIA, ELISA) must be performed. If HIV antibodies are detected with the screening test, a highly specific, confirmatory test (e.g. Western Blot, IFA) must be performed. Test results are then returned to the requesting provider within a two-week period of time.
- 2) Rapid HIV Testing requires a specimen (usually blood or oral fluid) to be collected from the client and processed within a short interval of time, approximately 10 – 60 minutes. Rapid HIV testing is only a screening test for HIV antibodies, and positive results are considered “presumptive” until confirmatory results can be obtained through a conventional HIV testing technology. All “presumptive” HIV-positive test results are required to have a specimen collected by a conventional HIV testing technology at the time the “presumptive” result is given in order to confirm the HIV-positive result.

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### *Settings for CTR Services*

Non-Clinical Settings include:

- 1) Community-Based CTR services offered in community-based venues to effectively reach high-risk target populations. Examples of community-based venues include bars, clubs, commercial sex venues, etc.
- 2) Outreach CTR services offered in outreach settings in high-prevalence geographic areas. Examples of outreach settings include parks, street corners, outdoor events, etc.
- 3) Mass Testing Day CTR services offered either in community-based venues or outreach settings in high-prevalence geographic areas usually in conjunction with a National day of recognition. These events typically require coordination among several different providers to provide a high volume of HIV tests on a given day.

### *Partner Services (PS)*

Partner Services is a systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV and STDs so they can learn their HIV status, avoid infection or, if infected, prevent HIV transmission to others. Partner Services helps partners gain earlier access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services. See also: Partner Elicitation above.

- 1) Partner Elicitation is the process of eliciting or obtaining names, locating information and identifying information of the client's sex and/or needle-sharing partners as well as social networks of an HIV-positive individual. Due to the very sensitive nature of Partner Services, CBO staff must be well trained in order to conduct partner elicitation. In Texas, this activity may be conducted by health department staff and/or CBO staff.
- 2) Partner Notification is the process of informing an HIV-positive individual's sexual or needle sharing partner of his or her possible exposure to HIV. Partner notification is traditionally a function of the health department and, in Texas, may only be conducted by health department staff or through contract referral with the client.

### *Considerations for Non-Traditional Settings for CTR Services*

- 1) Privacy and Confidentiality – Ensuring clients' privacy and confidentiality during CTR is essential, but could present unique challenges in some non-traditional settings. Confidentiality can more easily be breached in settings where clients and providers can be seen or heard by others. Suggested strategies for maintaining privacy and confidentiality in non-traditional settings include the following:
  - a) Use privacy screens to create a separated area in a mobile van.
  - b) Use private offices or rooms at the location, preferably with locking doors.
  - c) Mark a specific room with a "do not disturb" or "occupied" sign.
  - d) Designate an area in the setting that provides physical privacy.
  - e) In parks and similar locations, seek areas with as much privacy as possible.
  - f) Provide counseling and testing services in the client's home or other secure setting.
  - g) Have clients return to the setting to receive test results and counseling and referral.
- 2) Informed Consent – Staff members providing CTR services should be sensitive to barriers that can interfere with obtaining true informed consent, including alcohol and drug use, mental illness, and peer pressure in venues where persons congregate or socialize. Suggested strategies for obtaining informed consent in non-traditional settings include the following:
  - a) Use of a Sobriety Standard. *In conjunction with the HDHHS and community mental health providers, establish clear and easy guidelines and sobriety standards to help counselors determine when clients are not competent to provide consent. Although it is important to assess sobriety level, every person who has been drinking or using other substances should not be excluded from testing. Some persons will be active substance abusers who use substances on a daily basis; these persons are generally at high risk for infection and should not be excluded from testing if they are still capable of providing informed consent.*
  - b) Schedule an appointment to test at a later date/time.
  - c) Follow up at a later time with the client if contact information is available.
  - d) Read the informed consent form to the client.

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- e) Use verbal prompts to ensure that the client understands information in the informed consent form.
- 3) Counseling – Staff members working in community-based and other non-traditional settings should know and use risk-screening strategies to determine whether HIV prevention counseling should be recommended. Staff members should be trained in HIV prevention counseling or other approaches aimed at personal HIV risk reduction. When appropriate (e.g., among IDUs), information regarding other STDs and blood borne diseases should be incorporated into the counseling sessions.
- 4) Testing – The decision to offer HIV testing in non-traditional settings should be based on several factors, including availability of resources and feasibility of providing test results and follow-up. In some cases, referral to other providers is appropriate. The selection of a specific HIV test technology should be based on quality control and logistical issues (e.g., field conditions related to collection, transport, and storage of specimens; worker safety; and the likelihood that clients will receive HIV test results). Providers must understand the extent to which field conditions can affect specimens (e.g., extreme temperatures or time lapse from collection to processing). Test specimens should be collected, stored, and transported according to manufacturer instructions.
- 5) Provision of Test Results – Clear protocols for provision of test results and prevention counseling should be developed. The following strategies might be useful in ensuring the provision of results in non-traditional settings:
- a) Provide a telephone number that clients can call to schedule an appointment to receive test results.
  - b) Make an appointment with the client at the time of testing to receive results.
  - c) Provide incentives (e.g., food certificates, hygiene kits, food).
  - d) Return to a site on a regularly scheduled basis.
  - e) Provide reminders when contact information is available.
- 6) Referral – Staff members working in community-based and outreach settings should be trained to implement and manage referrals. Providers should establish appropriate collaborative relationships for referrals. Arranging for PCRS staff members or case managers to be available to clients at the time test results are provided might help promote referral.
- 7) Record Keeping – Maintaining the confidentiality of client records is critical. Providers should develop written protocols for record keeping that address transport of client records to and from outreach venues. Strategies to maintain confidentiality of client records in non-traditional settings include the following:
- a) Return all client records to the office immediately after the CTR session.
  - b) Transport ALL client records in a locked briefcase or backpack. Store all records in a secured area (e.g., locked file drawers) in compliance with all HIPAA guidelines.
  - c) Provide option of anonymous counseling and testing as well as confidential counseling and testing.
  - d) Verify identity of client (e.g., match client signature with that provided for informed consent or check identification card) when providing test results.
  - e) Store paperwork in a lockbox while in outreach settings.
  - f) Password protect and encrypt electronically stored client records.
- For anonymous HIV testing, procedures to ensure client anonymity (i.e., no indication of testing in the client's record and no recording of personal identifying information on laboratory requests) should be developed. Even when staff members providing CTR services know the client (including name and locating information) from other activities, the client's right to be tested anonymously should be protected.
- 8) Staff Safety – Providing services in outreach settings (e.g., bars, parks) might compromise staff safety, which must be considered in development of outreach protocols. Appropriate training and precautions (e.g., working in teams) should be developed in planning services in non-traditional settings.

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<b>Minimum HIV Counseling, Testing and Referral Performance Standards</b>
• Achieve at least a 1.0% rate of <u>newly identified</u> HIV-positive tests annually.
• At least 85% of persons who test positive for HIV receive their test results.
• At least 80% of persons who receive their HIV positive test results are linked to medical care and attend their first appointment.
• At least 75% of persons who receive their HIV positive test results are referred and linked to Partner Services.

### **CATEGORY 3: Social Marketing**

The HDHHS will fund up to two (2) social marketing projects to support the delivery of HIV prevention messages to high-risk HIV-negative and HIV-positive persons throughout Houston/Harris County under a cost-reimbursement fee structure. These projects will be designed to alter HIV testing and risk reduction behaviors; correct misperceptions and misinformation, and create a supportive environment for communication about what it means to be HIV-positive or HIV-negative. This intervention addresses the community norms and other barriers preventing individuals from testing or accessing needed services, including: 1) fear of the impact of an HIV diagnosis, 2) lack of knowledge about testing sites and procedures, and 3) lack of knowledge about the health care system. These projects are being solicited separately given their intensity and unique design requirements.

### **SOCIAL MARKETING DEFINITIONS**

The HDHHS defines “social marketing” as the use of modern marketing principles and methodologies to affect in some way knowledge, attitudes, beliefs and/or practices regarding HIV/AIDS risk, associated behavior change and risk reduction and access to services and treatment education. Social marketing materials are distinct from other educational materials in that social marketing materials are for relatively broad use, are frequently used independently of other services and are generally more public in their use and exposure.

Primary social marketing materials include advertising in newspapers, billboards and other out-of-doors media. Collateral materials include flyers, brochures, palm cards and other materials.

Generally, social marketing campaigns are designed to coordinate messages, images and design elements among primary and collateral social marketing materials. Effective coordination of social marketing materials synergistically increases the impact of each element. The following social marketing techniques help service providers develop, target, deliver and evaluate prevention messages:

***Audience segmentation and profiling*** is done through formative research. The goal is to find audience segments whose members have certain things in common – they pay attention to the same communication channels (e.g., certain television talk show hosts) and are likely to respond positively to the same messages. Demographic (e.g., age, income, race, gender), psychographic (e.g., readiness for change), and lifestyle (e.g., leisure time pursuits) categories are used to draw the boundaries of a target audience segment.

***A 4 “Ps” analysis*** includes product, price, place, and promotion. Whether you are selling a physical product or something intangible like safer behavior, the first three “Ps” suggest taking steps to make your “product” seem attractive, affordable (in terms of money and emotional costs like embarrassment), and convenient to access. Promotional/advertising considerations are brought to bear in trying to get clear, effective, memorable messages to the largest proportion of your target audience while you stay within your budget constraints.

***Emphasize product benefits*** from the consumer’s point of view. Some people already buy or do what you are trying to promote to other people much like them. What do the “doers” think they stand to gain by behaving that way? These are the beneficial aspects of your “product” that you should promote to those who don’t yet meet your behavioral objective.

## SPECIFICATIONS / SCOPE OF WORK

*Get constant consumer feedback* and refine your marketing strategy on the basis of this input. You may not be able to afford formal consumer surveys, but focus groups and other quick means of polling your audience should drive continuous improvements in your marketing approach.

### **Social Marketing Guidelines**

*Proposers should be aware of and consider these guidelines as they prepare their proposals. These guidelines will be used by the Materials Review Panel to review and approve all social marketing materials.*

**Simplicity** is the fundamental guideline for creating good media products. The assessment by the HDHHS of social marketing materials will include reference to the following generally accepted principles of social marketing.

- a. Design elements should be unified to create a clear and succinct message. Viewing time for most out-of-doors messages is only a few seconds.
- b. Visual elements are just as important as words. Each element should be well defined within the context of a design, and contribute to the call to action.
- c. Minimize the number of words. The most effective out-of-doors designs contain six or fewer words.
- d. Use color thoughtfully. Well-balanced and coordinated color selection can enhance the impact of a message.
- e. Type fonts and sizes should be appropriate for the medium. Fonts that work well in a print ad may not be effective on a billboard. Out-of-doors displays are often seen from far distances, which may cause some typefaces to bleed together while others may lose resolution. Evaluate the combined elements of a design in a simulated out-of-door environment for viewing. Headline sub-heads and phone number type should be readable from 200 feet. Attribution text may be smaller, not smaller than 60 points, or 30 points when set at 1" = 1' format.

**Advisory Panel.** It is the responsibility of the contractor to ensure that a current list of members for their social marketing advisory panel is on file with the HDHHS.

**Narrative.** A narrative description of the process used to develop the social marketing materials is required. The narrative should discuss the following:

- The intended effect of the social marketing campaign, including the specific call to action.
- The population(s) targeted by the campaign identified by behavior risk group and/or other characteristics consistent with the contracted program's scope of work.
- The population(s) likely to consume the materials, irrespective of program target.
- Copy of field tests or focus groups report conducted to develop and/or review the materials. The report should describe recruitment methods and demographic information of the participants. A summary of feedback should be included, as well as a narrative description of the response of the contractor to the results. Contractors should keep on file, but not include in the submission unless requested, drafts of materials viewed by participants of any field test or focus group. The field test or focus group should include consideration of the extent to which participants discerned the message intended, considered it effective, relevant, memorable, credible and generally acceptable to the target population and communities intended.
- A detailed implementation and distribution plan. The plan should be specific in terms of the kind and number of media planned.
- Specific information on the placement, duration and target population for out-of-doors media is required. The location should include the identifying street location, geographic area (neighborhood), and zip code.
- For broadcast media, including public service announcements, specific information on the stations, programs, days and time should be provided. In addition, the demographic characteristics of the likely audience should be described.
- For print ads, provide the publications targeted, and the demographic characteristics of the likely readership.
- An evaluation plan that describes how the social marketing campaign will be evaluated for effectiveness.

## SPECIFICATIONS / SCOPE OF WORK

### **CATEGORY 4: School-Based Prevention Programs**

The HDHHS will fund up to two school-based prevention programs to develop and provide an innovative, comprehensive HIV/AIDS training program that increases broad school-based support for HIV/AIDS education among school administration, teachers, school boards, parent-teacher organizations, parents, and school medical staff for HIV education and prevention activities. Funds are limited to programs who are not receiving support directly from the CDC for this or a similar school-based program. Funds can be used to increase the capacity of schools to deliver high-quality, up-to-date school-based HIV education programs. Funded providers are expected to coordinate with HISD programs to maximize teaching opportunities.

### **VIII. Reporting and Other Program Requirements**

All funded providers will also be expected to provide or conduct the following activities:

Routine reporting of data will be included in, but not limited to, quarterly reports and annual evaluation progress reports. HDHHS staff will work with each of the funded programs on specific evaluation issues and provide technical assistance as indicated. Because the HDHHS is developing a consistent and cohesive evaluation effort across all programs, proposers should not budget for evaluation staff and consultants through their individual budgets through this RFP.

***Curricula and Educational Materials*** – Any materials or curriculum developed for, or used by any of the funded programs are subject to review and approval by the HDHHS and its Program Materials Review Panel.

***Hours of Service*** – The proposed services, particularly outreach activities, must take place at hours that are consistent with the highest accessibility of clients. Prevention activities must be scheduled during evening or night hours and on weekends as appropriate.

***Geographic Access*** – It is the intention of this RFP to make HIV/STD Prevention Services available to as many Houston/Harris County residents who fall into a BRG category as possible. Contracts will be awarded based on the geographic need, and providers are required to identify the geographic areas (zip codes, super neighborhoods, council districts, etc.) in which they propose to provide services.

All funded contractors agree to support and participate in HDHHS initiatives focused on Population Health. These initiatives will require collaboration with staff from the HDHHS Office of Health Planning Evaluation and Program Development (OHPEPD). Staffed by program managers, data analysts and other evaluation staff, this office is responsible for coordination with all HDHHS programs including HIV/STD by mapping and evaluating health issues and interventions needed to improve the quality of life of Houstonians.

***Culturally and Linguistically Appropriate*** – Services must be culturally and linguistically appropriate for the target population(s). Providers must describe how they will use other services to reduce/eliminate language and cultural barriers.

***Community Needs and Provider Expertise*** – Providers must design models of HIV/STD Prevention Services that are based in behavioral science, and that address and are reflective of the community being served. Providers are expected to include the target population in the development of HIV prevention and education materials. Examples of this inclusion are: community advisory boards, consumer review of documents, focus groups, etc.

***Linked Referrals*** – A principle goal of these services is linking clients to needed services, and particularly linking clients who test positive for HIV with the care services system.

When appropriate, provider will be expected to make “linked referrals” for clients. “Linked referrals” are not only meant to show that the client has been referred for other services, but they require that the provider takes the steps necessary to ensure that the client has accessed those services once referred.

Providers will be required to use data management system and processes designated by the HDHHS to help facilitate, connect and access referrals from providers to one another, and services to one another.

## SPECIFICATIONS / SCOPE OF WORK

**Quality Management Plans (All Categories)** – Providers are expected to develop a program evaluation plan **outline/framework** within 90 days of contract execution, pertaining to all service categories funded under this RFP. Final plans will be developed and implemented throughout the contract period and are to be submitted for HDHHS approval.

**Countywide Needs Assessments** – Providers are expected to participate in CPG-approved activities or any needs assessment-related activity.

**Unit(s) of Service** – The units of service that providers must use to track services provided include the number of prevention interventions (e.g. outreach, individual-level interventions, HIV Counseling, Testing and Referrals) actually provided. Applicants should use these *Units of Service* when completing the *Scope of Work (Form 6)*.

### **Program Requirements**

- Proposal must describe how and what staff will be hired or how the necessary expertise will be obtained for the successful provision of the defined services. Proposer must describe how they will ensure that HIV prevention staff stays current on required training and certifications.
- Programs must describe how they will maintain documentation of all service provision.

### **DISCLAIMER RELATIVE TO PERFORMANCE AND SPENDING INCONGRUENCE**

**All programs funded under this RFP may be subjected to further program requirements as set forth by the HDHHS. Those requirements include, but are not limited to: comparison of monthly and annual expenditures and program performance, comparison of BRG served versus non-BRG served, etc. The HDHHS may modify payment for services based on the above-mentioned criteria. Any such requirements will also be stipulated in the contract agreement or further correspondence from the Bureau of HIV/STD and Viral Hepatitis Prevention.**

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# PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

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 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, email 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 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:**

4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

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

4.4 Provide copies of key personnel certifications and/or licenses.

## **5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:**

5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

**6.0** A 2-3 page description of development and implementation of the project and plans on accessing the targeted population of Young Men who have sex with Men (YMSM) as defined by ages 15-24 years.

# PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

Include goals, objectives, and specific time-phased and measurable outcomes, including an evaluation plan.

- 6.1 Evaluation Plan activities are to include:
- Conducting stakeholder/community member interviews
  - Development of Pre and Post Evaluation Instruments
  - Data compilation and analysis
  - Submission of the Final Evaluation Summary Report

## **7.0 FINANCIAL STATEMENTS:**

7.1 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.

## **8.0 CONTENTS:**

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

8.1.1 Title Page

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

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment (If Applicable)

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

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

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

8.1.11 Pricing Form/Fee Schedule (Exhibit III)

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

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

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

8.1.15 Anti-Collusion Statement (Exhibit VIII)

## **PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS**

- 8.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 8.1.18 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](mailto:HHF-MOBO@houstontx.gov) or fax to 832.393.0952.
- 8.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

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# EVALUATION AND SELECTION PROCESS

## 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	20 points
2.1.2	Expertise/Experience/Qualifications	20 points
2.1.3	Conformance to RFP Requirements	15 points
2.1.4	Financial Strength of Offeror	15 points
2.1.5	Cost	20 points
2.1.6	M/WBE Participation	5 points
2.1.7	Houston First	5 points
	Total	100 points

**\*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**

**EXHIBIT I – OFFER AND SUBMITTAL**

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

### 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**

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION**

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**

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**

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 SUCONTRACT TERMS**

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 form 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 other wise 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, 7<sup>th</sup> Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**

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, 7<sup>th</sup> Floor  
Houston, Texas 77002



**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE**

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

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

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

J. D.

NON-RENEWED

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

J. D.

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

J. D.

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

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all 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

## 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)

## 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.	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> 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.	<b>Automobile Liability</b> <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 \$ \$ \$
	<b>Excess Liability</b>			Each Occurrence Aggregate	\$ \$
	<b>Worker's Compensation and Employee Liability</b>	Statutory Limits	<input checked="" type="checkbox"/>	<b>Statutory Limits</b> Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	<b>Other</b>				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.  
 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)

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:  (Authorized Representative)
Named Insured:	

### SCHEDULE

<b>Name and Address of Additional Insured:</b>     
--

(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)**

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)**

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

## 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)

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)

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)

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)

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)

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)**



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

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)**

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

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)

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)**

**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

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

## CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

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

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

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

**SOLE PROPRIETORSHIP**

Name \_\_\_\_\_  
Proprietor Address \_\_\_\_\_

**A PARTNERSHIP**

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

Name \_\_\_\_\_  
Partner Address \_\_\_\_\_

Name \_\_\_\_\_  
Partner Address \_\_\_\_\_

**A CORPORATION**

**List all directors of the corporation (if none state “none”):**

Name \_\_\_\_\_  
Director Address \_\_\_\_\_

Name \_\_\_\_\_  
Director Address \_\_\_\_\_

Name \_\_\_\_\_  
Director Address \_\_\_\_\_

# EXHIBIT V – FORM “A”: FAIR CAMPAIGN

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**

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

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:

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

### NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

## EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

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**

**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**

- (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**

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

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 VII – ATTACHMENT “C” AND “D”  
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**

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

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

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

**ATTACHMENT “D”**

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

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

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

\_\_\_\_\_  
**CONTRACTOR’S NAME**

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

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

## EXHIBIT VIII – ANTI-COLLUSION STATEMENT

### 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

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 1<sup>st</sup>** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

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

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

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

# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

## 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

## 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

## 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**



**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

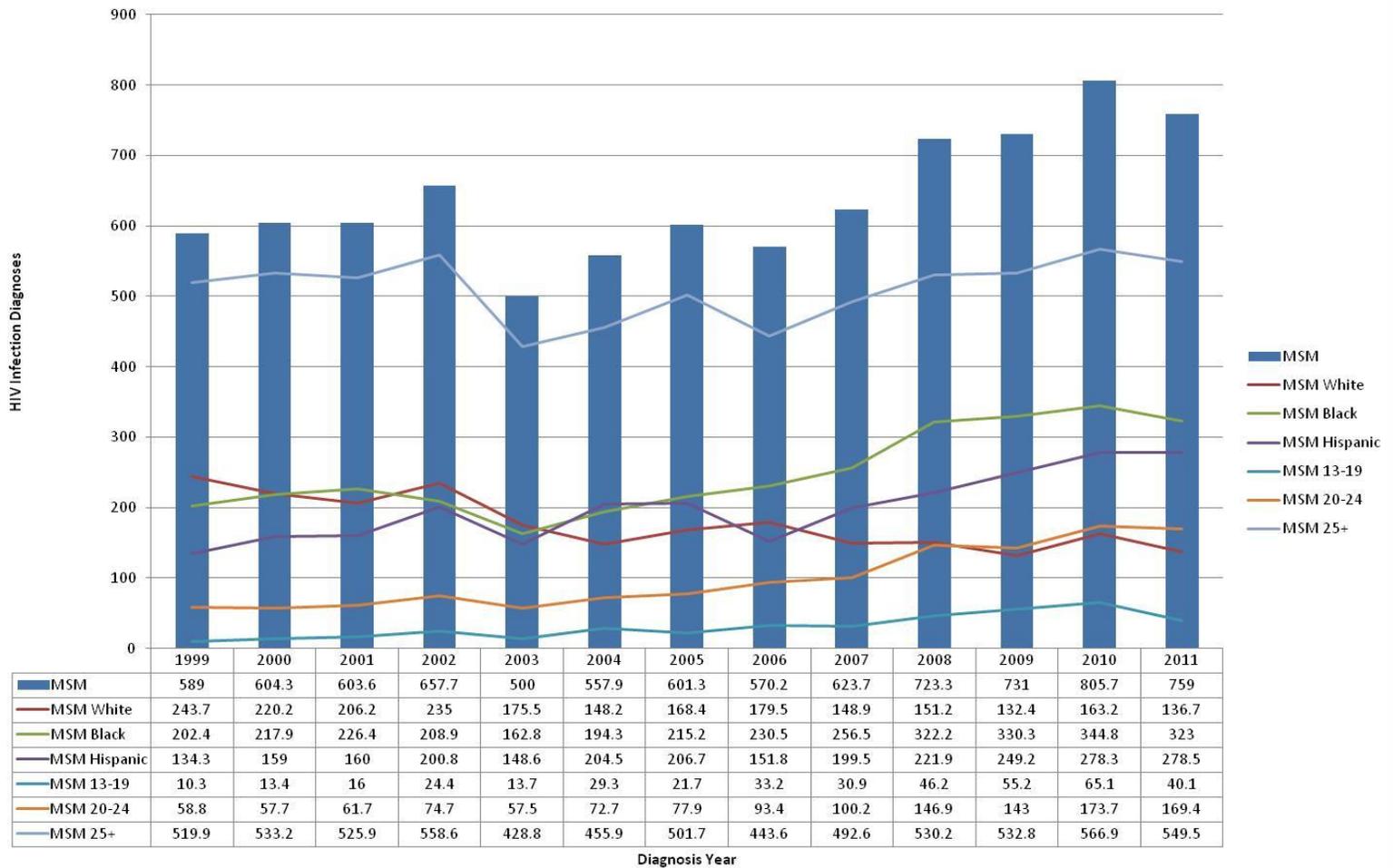
\_\_\_\_\_  
E-Mail Address



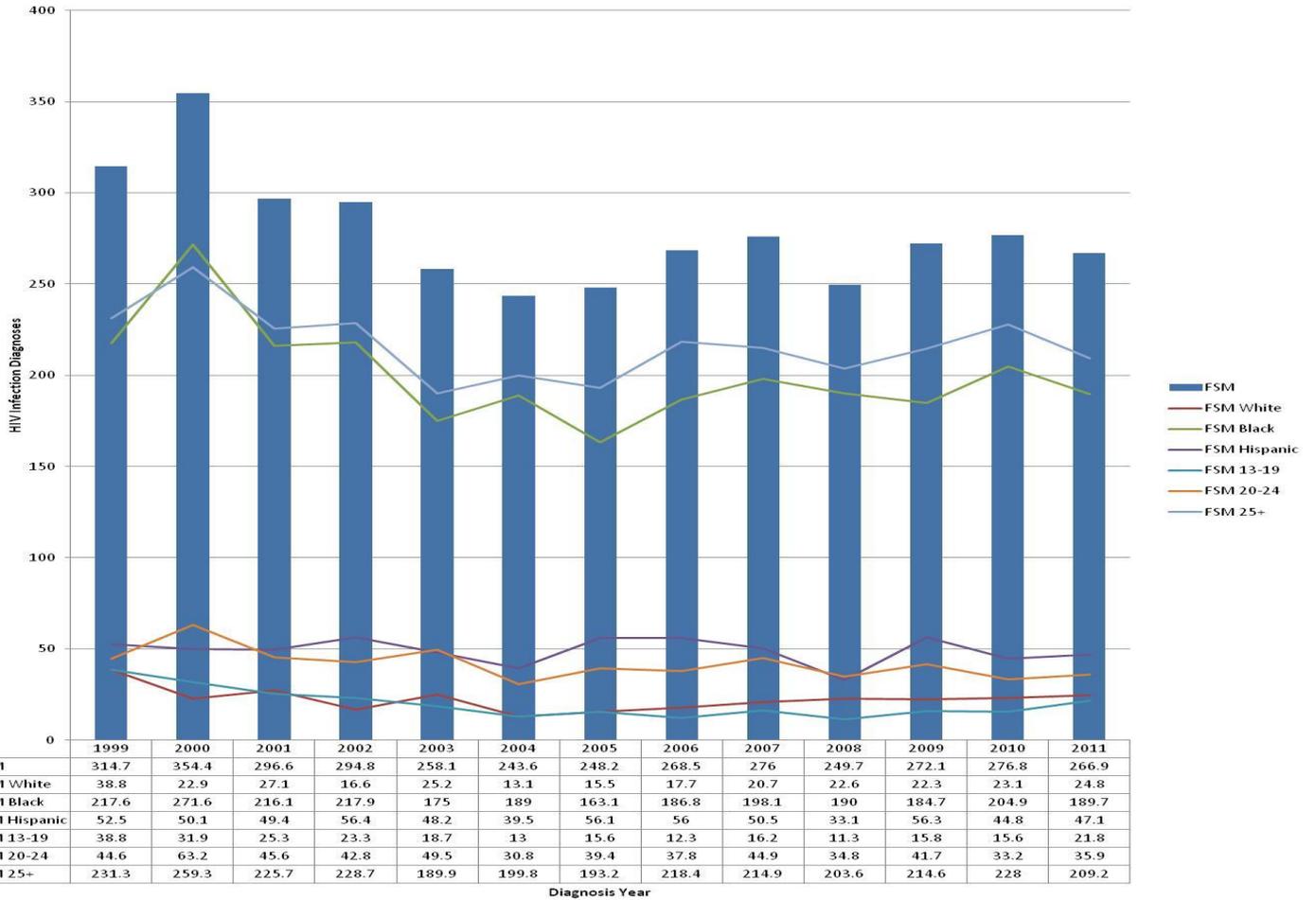
# EXHIBIT XI: GRAPHS AND CHARTS

The following are charts and tables of HIV diagnoses broken down by behavioral risk groups. Cases with no reported risk were redistributed to the standard risk categories using the Centers for Disease Control and Prevention's multiple imputation technique. Missing cells are due to suppressed data (required to ensure confidentiality).

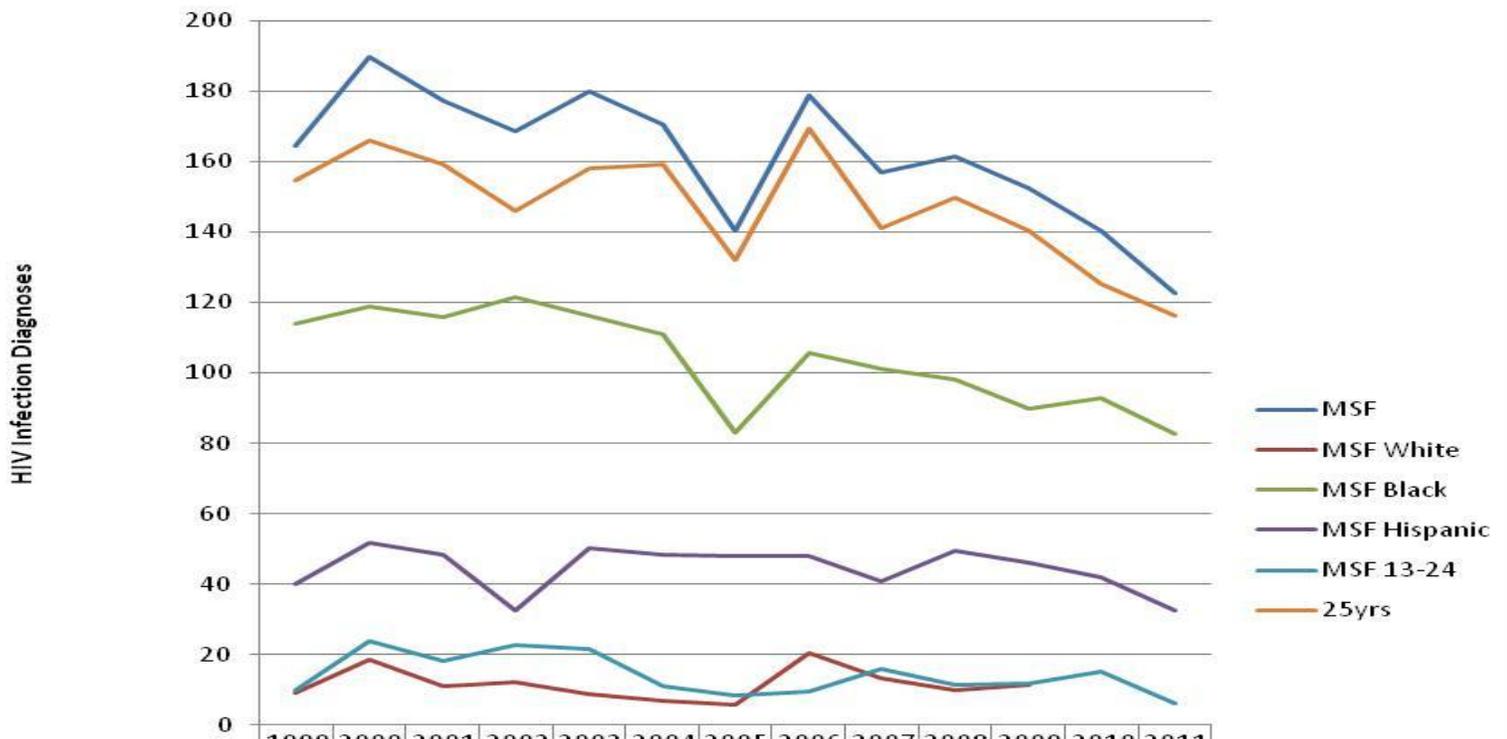
### HIV Infection Diagnoses in Houston Harris/Co - MSM BRG Only



### HIV Infection Diagnoses in Houston/Harris Co - FSM BRG Only



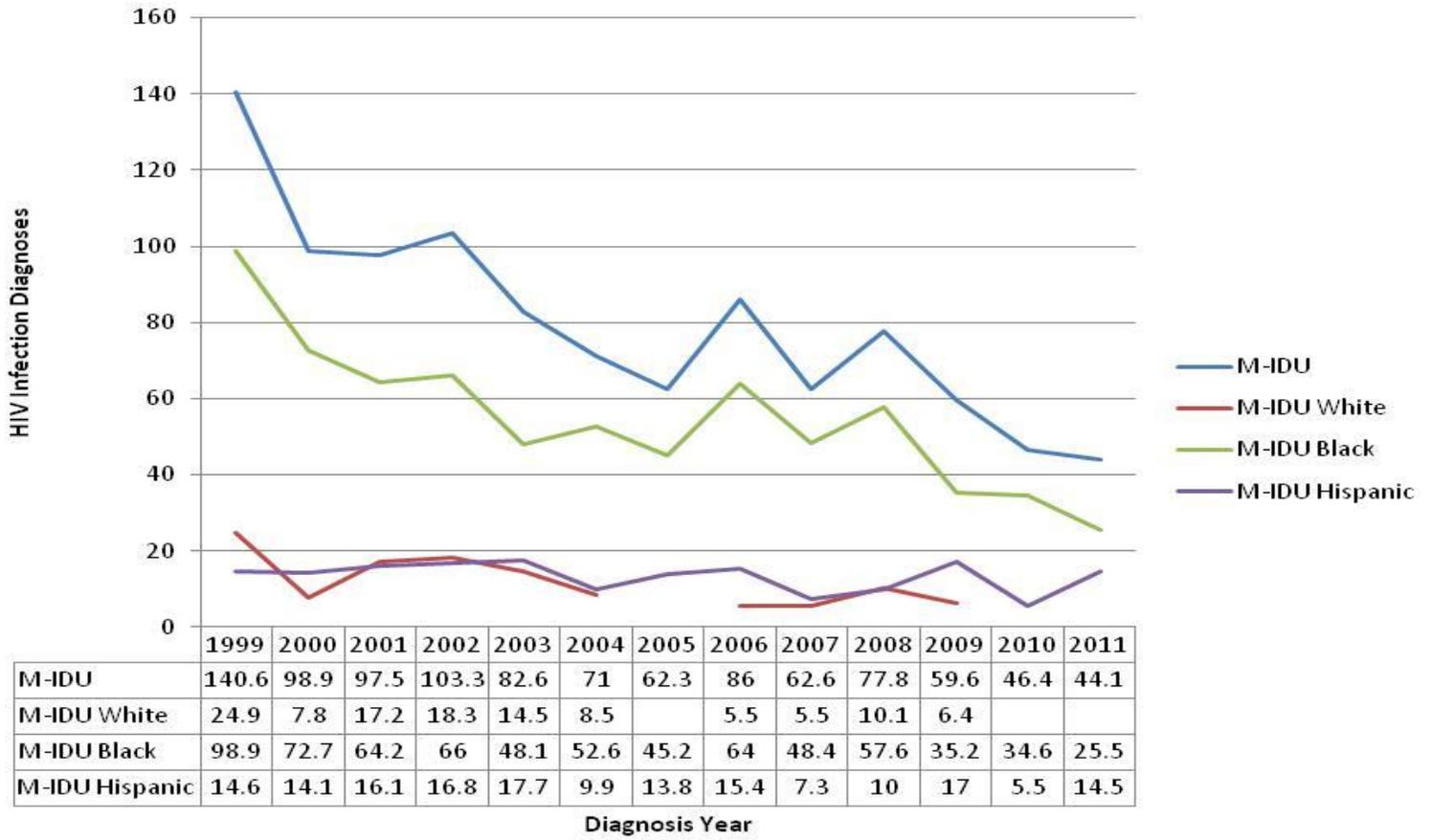
## HIV Infection Diagnoses in Houston/Harris Co - MSF BRG Only



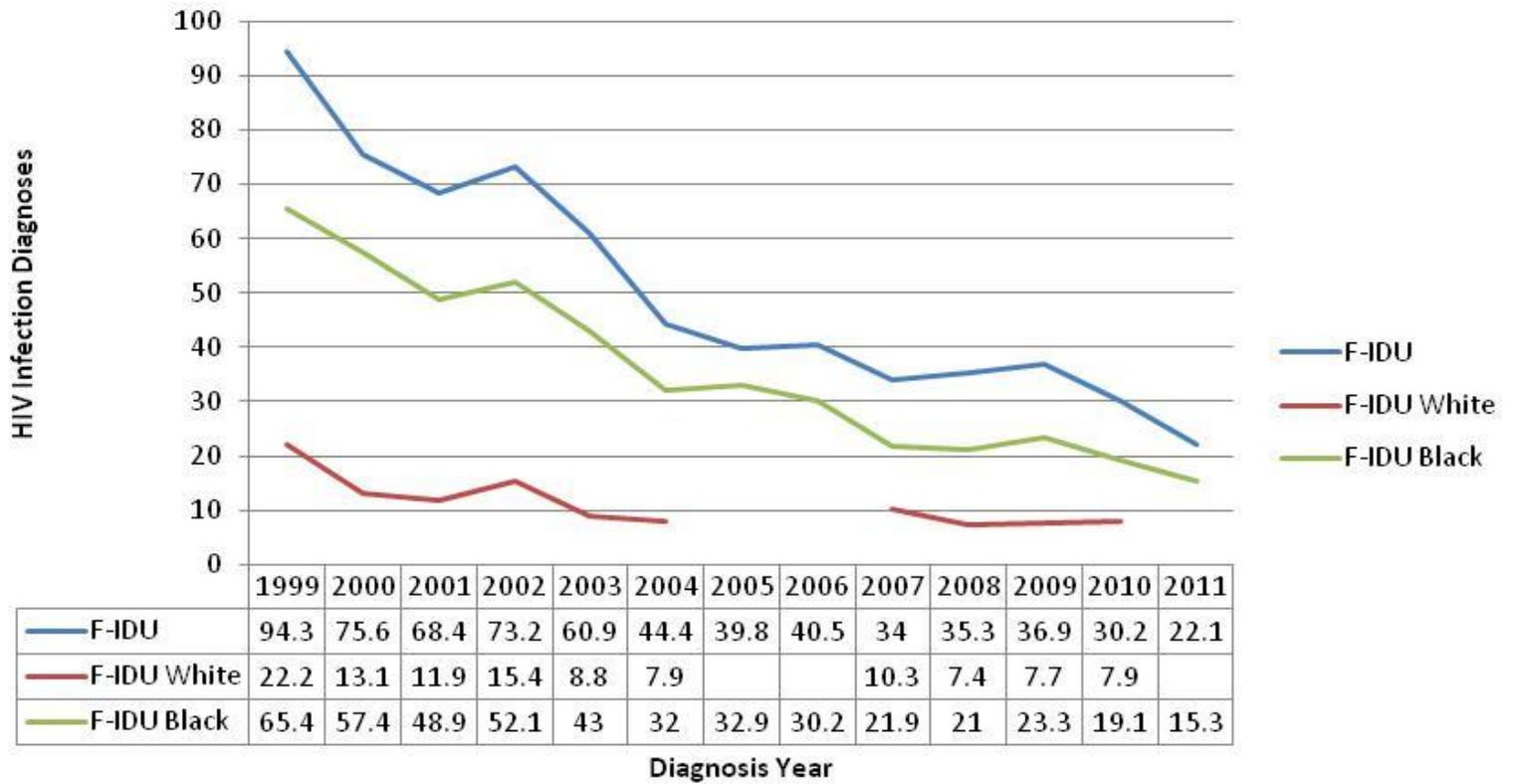
	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
MSF	164.4	189.9	177.4	168.7	179.8	170.4	140.3	178.8	157.1	161.5	152.3	140.5	122.5
MSF White	9.3	18.6	11.2	12.2	8.8	7	5.9	20.6	13.2	9.8	11.5		
MSF Black	113.9	119	115.9	121.5	116.2	110.9	83	105.7	101.2	98.3	89.9	92.7	82.8
MSF Hispanic	40.1	51.8	48.4	32.6	50.2	48.5	47.9	48	41	49.7	46.1	42.1	32.5
MSF 13-24	9.9	24	18.2	22.6	21.6	11.2	8.4	9.5	15.9	11.6	11.8	15.4	6.1
25yrs	154.5	165.9	159.2	146.1	158.2	159.2	131.9	169.3	141.2	149.9	140.5	125.1	116.4

Diagnosis Year

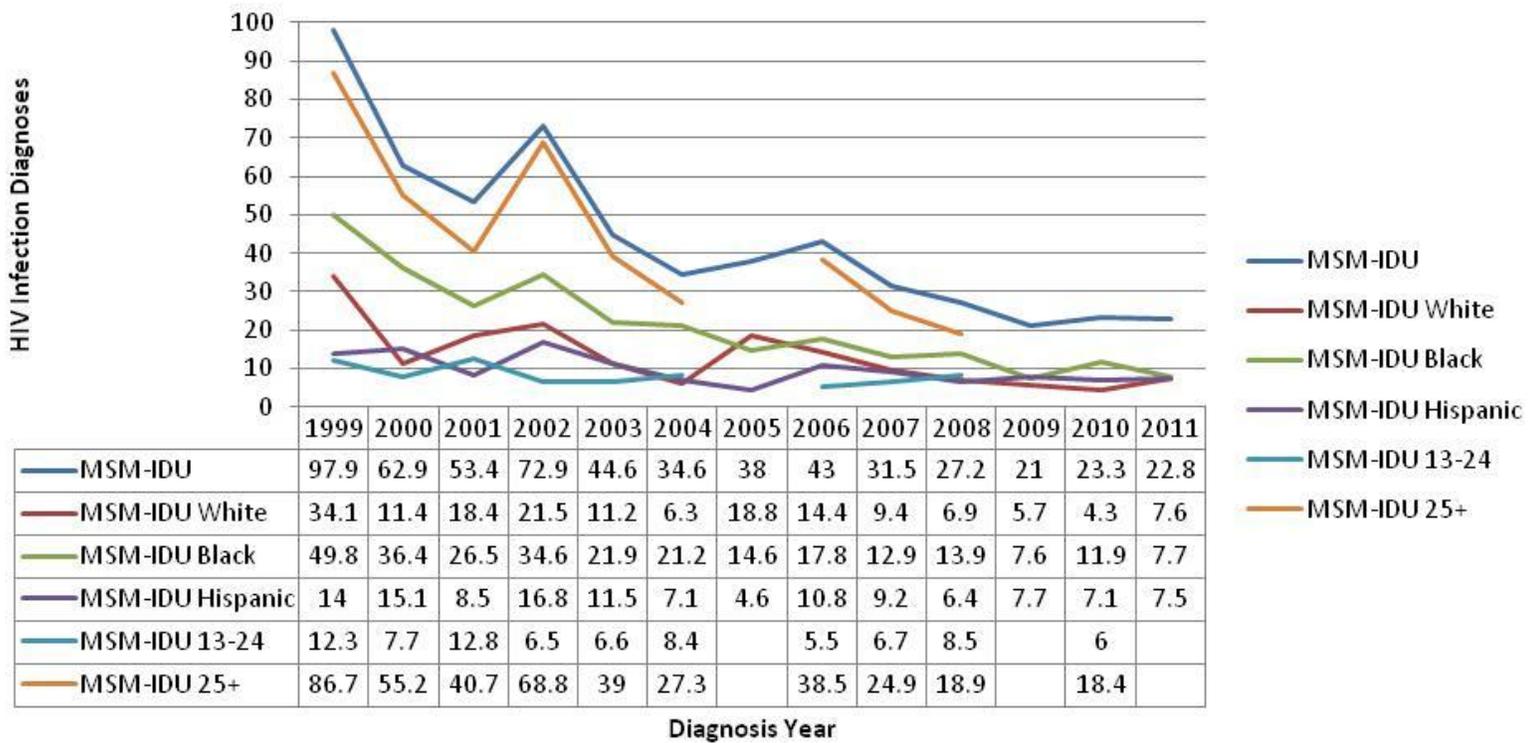
## HIV Infection Diagnoses in Houston/Harris Co - M-IDU BRG Only



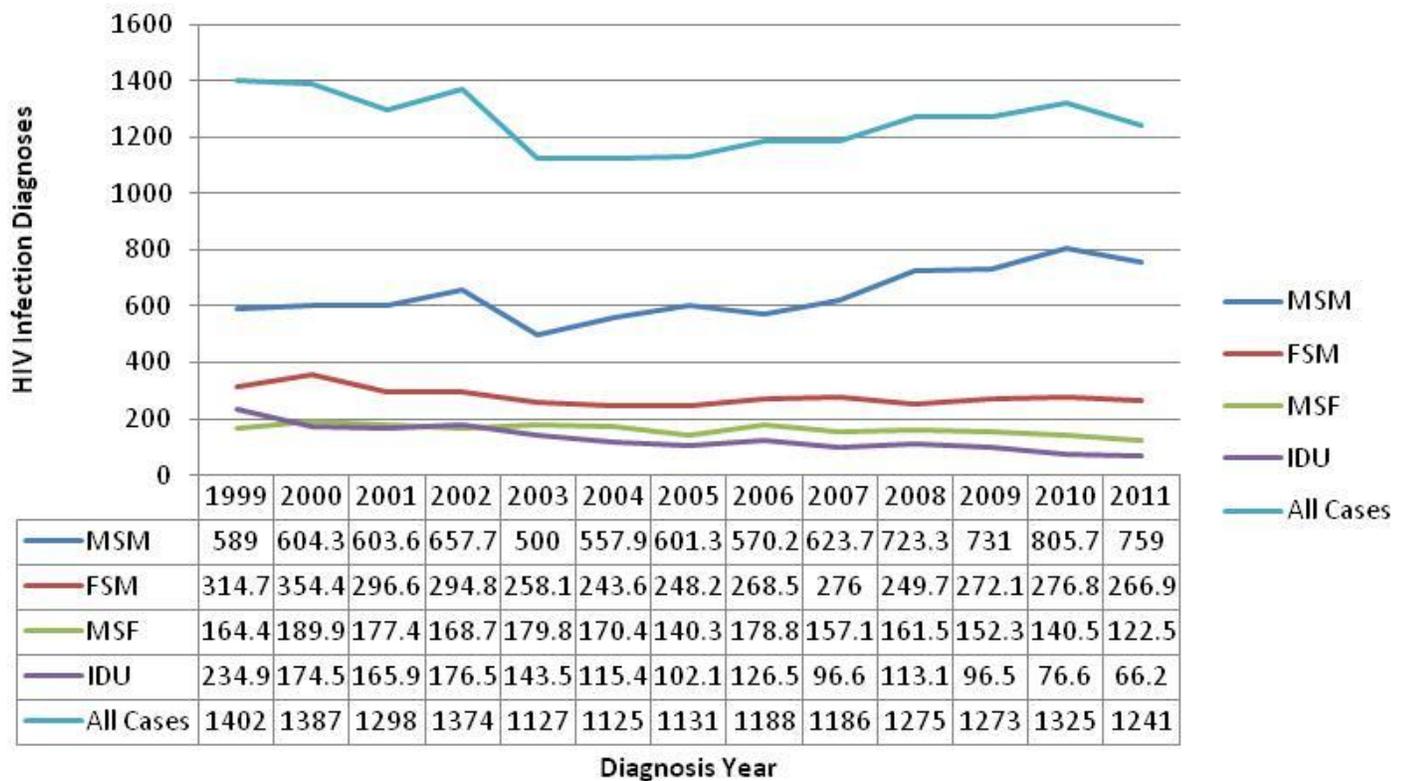
## HIV Infection Diagnoses in Houston/Harris Co - F-IDU BRG Only



## HIV Infection Diagnoses in Houston/Harris Co- MSM-IDU BRG Only



## HIV Infection Diagnoses in Houston/Harris Co by Risk Group



		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics	HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
MSM	White	136.7	27.5	3803.5	0.65%
	Black	323	117.9	3597.9	1.28%
	Hispanic	278.5	36.3	2777.9	0.44%
	Ages 13-19	40.1	20.8	79.4	0.04%
	Ages 20-24	169.4	116.5	534.6	0.35%
	Ages 25+	549.5	41.1	9767.4	0.79%
	All	759	45.3	10381.4	0.65%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
FSM	White	24.8	4.8	341.8	0.06%
	Black	189.7	59.7	2899.5	0.87%
	Hispanic	47.1	7.0	740.9	0.12%
	Ages 13-19	21.8	11.8	29.8	0.01%
	Ages 20-24	35.9	26.8	177.8	0.12%
	Ages 25+	209.2	15.7	3851	0.30%
	All	266.9	16.1	4058.6	0.25%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
MSF	White	*	*	163.8	0.03%
	Black	82.8	30.2	1257.6	0.45%
	Hispanic	32.5	4.2	563.4	0.09%
	Ages 13-24	6.1	1.8	29.3	0.01%
	Ages 25+	116.4	8.7	1995.9	0.16%
	All	122.5	7.3	2025.2	0.13%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
M-IDU	White	*	*	167.3	0.03%
	Black	25.5	9.3	901.6	0.32%
	Hispanic	14.5	1.9	194.6	0.03%
	Ages 13-24	*	*	12.1	0.00%
	Ages 25+	**	**	1269.7	0.10%
	All	44.1	2.6	1281.8	0.08%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
F-IDU	White	*	*	178.2	0.03%
	Black	15.3	4.8	689.5	0.21%
	Hispanic	*	*	71.1	0.01%
	Ages 13-24	*	*	19.4	0.01%
	Ages 25+	**	**	932	0.07%
	All	22.1	1.3	951.4	0.06%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
MSM-IDU	White	7.6	1.5	374.4	0.06%
	Black	7.7	2.8	486.9	0.17%
	Hispanic	7.5	1.0	174.1	0.03%
	Ages 13-24	*	*	12.6	0.00%
	Ages 25+	**	**	1044	0.08%
	All	22.8	1.4	1056.6	0.07%

		HIV Infection Diagnoses in 2011, ages 13 yrs+, Houston/Harris Co. (age at time of diagnosis)		People Living with HIV Infection at end of 2010, ages 13 yrs+, Houston/Harris Co. (age at end of 2010)	
Behavioral Risk Group	Demographics				
		HIV Diagnoses in 2011	Rate per 100,000	PLWHA	Seroprevalance
All Cases	Males	951	56.7	14842	0.88%
	Females	290	17.5	5101	0.31%
	White	178	17.5	5048	0.43%
	Black	646	109.2	9952	1.62%
	Hispanic	384	26.6	4566	0.37%
	Ages 13-19	67	17.8	226	0.05%
	Ages 20-24	219	78.4	819	0.28%
	Ages 25+	955	35.7	18898	0.75%
	Total	1241	37.3	19943	0.61%

\* denotes cell sizes <5 which can't be displayed

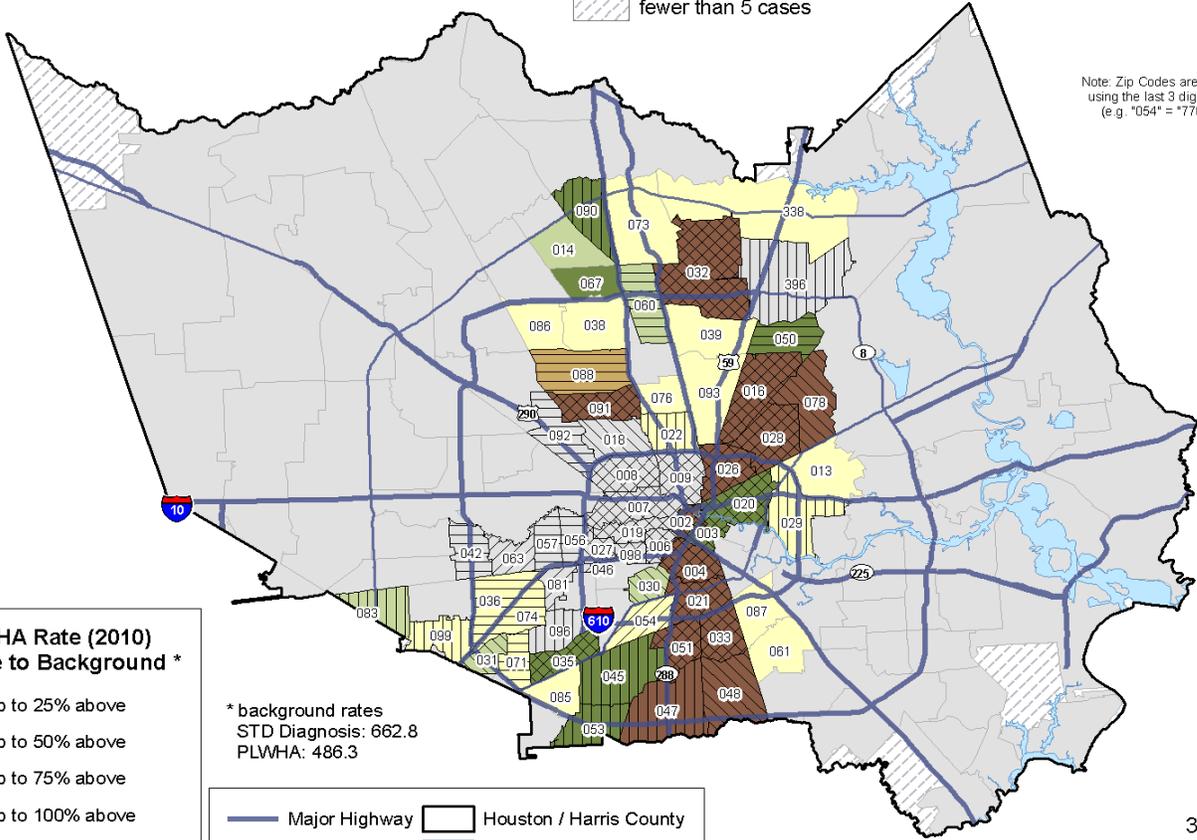
\*\* denotes cells that can't be displayed to prevent calculation of cells <5

### STD Diagnosis Rate (2010) Relative to the Background Rate \*

- similar to or less than background
- up to 50% above
- up to twice the background rate
- up to 25% above
- up to 75% above
- more than twice the background rate
- fewer than 5 cases



Note: Zip Codes are labelled using the last 3 digits only. (e.g. \*054\* = \*77054\*)



### PLWHA Rate (2010) Relative to Background \*

- up to 25% above
- up to 50% above
- up to 75% above
- up to 100% above
- more than 100% above

\* background rates  
 STD Diagnosis: 662.8  
 PLWHA: 486.3

- Major Highway
- Minor Highway
- Houston / Harris County
- Water Body

3 Miles

### STD Diagnosis Rate (2011) Relative to the Background Rate \*

- similar to or less than background
- up to 25% above
- up to 50% above
- up to 75% above
- up to twice the background rate
- more than twice the background rate
- fewer than 5 cases



Note: Zip Codes are labelled using the last 3 digits only. (e.g. "054" = "77054")

\* background rates  
 STD Diagnosis: 669.5  
 New HIV Diagnosis: 30.3

### New HIV Diagnosis Rate (2011) Relative to Background \*

- up to 25% above
- up to 50% above
- up to 75% above
- up to 100% above
- more than 100% above

- Major Highway
- Minor Highway
- Houston / Harris County
- Water Body

3 Miles

