

**CITY OF HOUSTON
HEALTH & HUMAN SERVICES DEPARTMENT**



**REQUEST FOR LETTER OF INTENT
TO PROVIDE
NUTRITION SERVICES**

**Funded under the Older Americans Act of 1965 and its
Subsequent Amendments, Title III, Grants to States for
Community Programs**

ISSUED: June 29, 2012

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Purpose

The purpose of this Request is to solicit a letter or letters of intent to provide Nutrition Services (RFI) in certain designated areas for programs funded under Title III, Grants to State and Community Programs on Aging, of the Older Americans Act of 1965, as amended **and in accordance with specified chapters in the Texas Administrative Code, Title 40, Social Services and Assistance, Chapters 83 and 85. Services included in this Request are:**

Nutrition Services
 Congregate Meals
 Demand/Response Nutrition Services

I. AGENCY OVERVIEW

A. Administration - Organization - The City of Houston (COH) is responsible for the authorization, administration, and funding of all program activities, and projects authorized by the Older Americans Act. ***This is issued June 29, 2012 by:***

**Harris County Area Agency on Aging (HCAAA)
8000 North Stadium Drive, Third Floor
Houston, Texas 77054
(832) 393-4417**

B. Program Aims - The program aims of Title III of the Older Americans Act are to:

- Secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services
- Remove individual and social barriers to economic and personal independence for older individuals
- Provide a continuum of care for vulnerable older individuals
- Secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

C. Client Eligibility for Older Americans Act Services and Targeted Populations - With the exception of specific Older Americans Act services that may be included in specific service delivery rules for congregate meals, home delivered meals, and services to the frail elderly and/or homebound, eligibility for services is limited to the following:

Any person age 60 years of age and older for all services authorized under the Older Americans Act with particular attention given to:

- Older individuals residing in rural areas
- Older individuals with greatest economic need (with particular attention to low-income minority individuals)
- Older individuals with greatest social need (with particular attention to low-income minority individuals)
- Older individuals with severe disabilities
- Older individuals with limited English speaking ability

- Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

D. Service Area - The HCAAA's service delivery areas are at certain specific locations and surround areas of the following sites:

7225 Bellerive, 8603 South Kirkwood, 14603 Fonmeadow, 1414 Longhorn, 4605 Wilmington, 7250 Harrisburg, 8950 Hammerly, 6000 Telephone, 3801 W.Fuqua, 9718 Clark Park, 10303 West Office, 10610 Kingspoint, and 9720 Spaulding.

E. Performance Period - The performance period for this Older Americans Act program will begin on the date of countersignature by the COH Controller and shall continue until the 30th day of September 2013. Each proposal will remain active for 12 months. **The COH reserves the right to contract with other organizations for service.**

F. Funding Available – Annual funding is available through the Older Americans Act (OAA) of 1965, as amended, State General Revenue and other resources, as identified for the time period ending September 30, 2013.

G. Proposal Deadline – Letters must be received no later than 12 o'clock noon on the 3rd day of August.

II. AGENCY OPERATIONS AND REQUIREMENTS

A. Purpose - The requirements contained in this section are to be taken into consideration by anyone submitting a RFI in conjunction with the service delivery rules adopted for each service provided. These rules are provided by governing agencies through grants and/or contracts and will become a part of any contractual agreement signed.

These requirements apply to all services provided under the contract or grant funded in whole or in part with the funds provided by the HCAAA, under the Older Americans Act, State General Revenue and other funding sources granted to or contracted with the HCAAA for providing services.

B. Confidentiality – Submitters shall agree to have procedures to ensure that no information or records about a client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative, unless information is requested by HCAAA or is required to link the client with other service agencies.

C. Client Complaint and Appeals Procedures – Submitters shall agree to ensure that written client complaint procedures are established and used by each proposer. These procedures shall provide all clients with the opportunity and means for communicating aspects of the service which have negative impact on

them. Each client must be informed of his or her right to make such complaints and of the procedures for filing such complaints prior to initiation of the services.

Submitters shall to ensure that written appeal procedures are established and used by each proposer. These procedures shall provide all clients or their advocates with the opportunity to appeal staff decisions concerning the provision of services to the client; including, but not limited to, the initiation or termination of services, and increase or decrease in service.

D. Contributions and Match Requirements

Opportunity to Contribute – The Older Americans Act provides an opportunity for the client to make a contribution to the program. It is the responsibility of the HCAAA staff or contractor/vendors to provide an opportunity for each client to contribute and report financial contributions monthly.

Match Requirements – A contractor is to use its allocation of Title III funds to pay 90 percent of the costs of providing services. At least ten percent of the costs must be provided by the proposer for each service. Proposers may provide more than a 10 percent match (over match) if they desire. The Texas Department of Aging and Disability Services (DADS) requires proposers to report all matching funds for all program areas. The program match must be a non-federal cash match. If sufficient cash is not available to meet the minimum 10 percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

The level of match proposed will be required for the duration of the contract, depending on the type of service. Match may be in one or more of the following types:

- **Cash Match** – Cash match is funding the proposer typically receives from local funding sources, i.e., United Way, county and city governments, churches, foundations, etc.
- **In-Kind** – In-kind resources are typically non-cash resources donated by the proposer to the program, i.e., office space, vehicles, volunteer hours. Proposers must provide documentation demonstrating how the in-kind resources value was determined.

E. Reporting and Record Requirements – All records and reports shall be kept in such form and containing information, as may be required by administrative rule or executive policy, or as necessary to meet reporting requirements established by HCAAA, COH, DADS, Texas Legislative Budget Board, Administration on Aging or any other funding authority.

Accounts and documents shall be maintained in a manner that will serve to permit expeditious determination to be made at any time of fund status within the award, including the disposition of all monies received from HCAAA, and the nature and amount of all charges claimed to be against such funds.

Additionally, Contractors shall:

- Maintain all records of the current contract year for a minimum of one (5) year after termination of the contract or longer, if pending litigation, claims, or audit involving records are unresolved.
- All records must be maintained in a central location for monitoring purposes, except where the provision of services requires that the records be maintained at the local service site for the convenience of the client and/or the proposer.
- Proposers shall allow the DADS, the COH, the HCAAA, and/or their authorized representative to have access to all records for the purpose of audit, monitoring, or to make examinations, excerpts, and transcripts for hearings or other administrative proceedings.

The Federal Freedom of Information Act (5 United States Code, 552) does not apply to such records. Unless required by Federal, State, or local law, grantees or proposers are not required to permit public access to such records.

F. Americans with Disabilities Act (ADA) – Certified proposers and their subcontractors shall adopt procedures to insure compliance with Titles I - V of the ADA in regard to issues of employment, discrimination in providing public services, public accommodations, telecommunications, and compliance with the Rehabilitation Act of 1973.

G. Reporting Abuse - Proposers shall report suspected cases of abuse, neglect, and exploitation to the Department of Family and Protective Services, 1-800-252-5400, Office of Consumer Affairs, 1-800-720-777, or visit <http://www.dfps.state.tx.us/> within 24 hours of awareness. Proposers shall also report appropriate types of suspected abuse cases to local police officials.

H. Outreach and Training - Proposers shall provide activities to ensure participation of eligible elderly persons and shall provide training for staff and volunteers to insure effective service delivery to the elderly. Successful proposers will participate fully in HCAAA outreach and training activities.

I. Coordination with Other Agencies - Proposers shall coordinate their activities with other human service agencies to ensure access and participation of eligible elderly persons. Coordination of Services should be described in the Service Narrative of the proposal.

J. Equal Employment Opportunity - Submitter shall incorporate in its written personnel policies and procedures a plan for equal employment opportunity including provisions for veterans and disabled individuals.

- The proposer shall ensure that each program activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons, as provided for in Section 504 of the Rehabilitation Act of 1973, as amended. When structural changes are required, these changes shall be in keeping with the 45 C.F.R. Part 74.
- The proposer shall ensure that benefits and services available under the contract are provided in a nondiscriminatory manner, as required by Title IV of the Civil Rights Act of 1964, as amended.

K. Conflict of Interest - Any organization proposing to provide services as specified by this RFP must disclose any financial (direct or indirect) interest in the organization held by employees of the HCAAA, Advisory Council members or HDHHS employees. For purposes of this disclosure HCAAA employees shall also include persons related within the second degree of consanguinity or affinity.

L. Services to Private Membership Prohibited - Submitter must ensure that facilities and services shall not limit participation to membership of a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. All proposers must operate in compliance with the Older Americans Act and its subsequent amendments.

M. Insurance - Proposers must maintain insurance that protects the health and safety of clients and employees and COH Forms Section, Attachment B.)

N. Facilities - The proposers shall ensure that they comply with all applicable local building codes, ordinances, and Houston Department of Health and Human Services requirements, as well as all federal and state laws and regulations, in order to provide a safe environment in which to participate.

O. No Smoking Policy - The smoking and use of tobacco products within facilities or vehicles funded in whole or in part by the Older Americans Act or the HCAAA, or other funds pooled with such funds to meet the cost of services under the Older Americans Act, shall not be permitted. Ordinance No. 2006-1054 should also be referenced as a guide.

P. Certification Regarding Debarment - Federal Executive Order 12549 requires funding agencies to screen each covered potential proposer/subcontractor to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. (See COH Forms Section, Attachment A.)

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Each covered proposer/subcontractor must also screen each of its covered subcontractors/proposers. Failure to comply with this request will result in the rejection of an applicant's proposal. An eligible organization meets one of the following criteria:

- Any organization proposing to contract or subcontract to render goods or services receiving in excess of \$25,000 in federal funds
- Any organization proposing to contract or subcontract, regardless of the amount, that will have a critical influence on or substantive control over that covered transaction such as principal investigators, proposers of audit services, and researchers.

Q. Certification Regarding Lobbying - DADS requires that all potential proposers and their subcontractors certify that no federal funds have or will be used to support lobbying activities and submit a Form-LLL, "Disclosure Form to Report Lobbying" if non-federal funds are being used to support lobbying efforts. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation.

R. Compliance with Section 504 of the Rehabilitation Act of 1973 - DADS requires that all potential proposers and their subcontractors certify compliance with Section 504 of the Rehabilitation Act of 1973, in regard to discrimination of people with disabilities. (See 40 TAC, Chapter 279.)

S. Monitoring - The HCAAA, or its representatives, shall periodically evaluate and monitor all proposers and their programs. HCAAA shall have access to all financial records and documentation, which supports the expenditure of awarded HCAAA funds.

T. Performance Standards – Successful submissions are responsible for upholding required standards of service and are subject to annual performance reviews.

U. Proposer Responsibilities for Compliance - All successful submissions are subject to the applicable state and local rules regarding Compliance with Contractor Responsibilities, Rewards and Penalties, (40 TAC, Chapter 81.13) and Compliance with Harris County Area Agency on Aging Sub-recipient Responsibilities, Rewards and Penalties.

V. Audit Reporting Requirements – Prior to entering into a contract with the City of Houston, Submitters shall furnish such reports to HCAAA as may be specified to maintain its reports and files in compliance with 45 C.F.R. Part 74,

and to make its reports and files available to auditing entities as specified by 45 C. F. R.

W. Policies and Procedures - A Policies and Procedures Manual shall be maintained. The Manual shall include organizational policies regarding purpose of agency, general operations, programs, equal employment opportunity, sexual harassment, disabilities, receiving gifts and gratuities, conflict of interest, chain of command, organizational chart, job descriptions, employment practices, orientation and training, employee compensation, work schedule and time reporting, benefits, leave time, holidays, drug free work place, discipline, dismissal, employee grievances, job descriptions, performance evaluations, delivery of services, health and safety of staff and clients, client grievances, client eligibility, client contributions, client and record confidentiality, client satisfaction surveys, and program self-monitoring instrument. All proposers are subject to the Policies and Procedures of the Harris County Area Agency on Aging.

X. Emergency Management - Contractors must assist the HCAAA, DADS, the Federal Emergency Management Agency (FEMA), and other governmental entities which have an interest or role in meeting the needs of the elderly in planning for, during, and after natural, civil defense, and/or man-made disasters.

Y. Reimbursement and Compensation – Contractors must sign a COH contract to be compensated for services provided.

On a monthly basis, vendors/contractors are required to submit invoices reflecting the previous month's expenditures. The HCAAA shall use the contracting methodology below for the procurement of goods and services for the provision of services to older adults.

- Fixed unit rate performance-based contracts

All invoices must be accompanied by applicable supporting documentation for each item in which reimbursement is being requested. Each request may require additional information. All reimbursements will be reviewed and approved based on support documentation and the line items charged in the approved budget.

The following requirements must be adhered to for compensation (as applicable):

- A unit rate service is considered to be "at risk". "At risk" means the proposer is responsible for delivering service units at the unit rate negotiated with HCAAA. If the cost per unit rate increases during the terms of this agreement, proposer will be responsible for identifying resources other than those funded by HCAAA to cover the difference.

- Submitter is required to use the Texas Department of Aging and Disability Services/Harris County Area Agency on Aging's budget and budget amendment forms.
- Computations shall be entered on HCAAA approved Budget Calculation Methodology Forms and submitted along with appropriate reports.
- In order to ensure the timely processing of financial reports, reports must be submitted in accordance with the schedule approved by HCAAA.
- Submitter recognizes that the HCAAA has budgeted federal and/or state funds, as per the budget for this contract, and that payment cannot exceed such sum unless the contract is amended, in accordance with the provisions herein.
- **Adjustments to unit rate reimbursement will be considered only in instances where the proposer suffers operating losses due to events over which they have no control, or reasonably could not anticipate, and where there has been an adjustment in the state rate.**
- Unit rates will not be adjusted to offset poor management planning, which includes hiring additional employees, increases in salaries, supplies and other costs. Unit rates will not be adjusted because service unit counts have dropped.

Z. **Computer Equipment** – Each proposer is required to have a system that is capable of transferring electronic files, tracking and producing client service data, performance and financial reports and a monthly invoice. It is suggested that equipment also has the capability of reading Microsoft Excel files, Internet Explorer, and an internet connection speed at a minimum of digital subscriber line (DSL). Each provider is required to have a system that meets the minimum requirements listed below.

SPECIFICATIONS	NETWORK	CLIENT	STAND ALONE
Processor	3.2 ghz Pentium Processor	1.2 ghz Pentium Processor	1.2 ghz Pentium Processor
RAM	1GB	512 mb RAM	512 mb RAM
Free Disk Space	4GB	1 GB	1 GB
Operating System	32-bit Windows	32-bit Windows	32-bit Windows
Screen Resolution	N/A	800x600 with 256 colors	800x600 with 256 colors
CD Drive	4x CDRW	4x CDRW	4x CDRW
Network Interface	N/A	Yes	Yes

AA. Proposer Eligibility Criteria - To be considered, a proposer must meet the following requirements:

- Be free from government fund debarment or suspension
- Maintain facilities and personnel policies that comply with the Americans with Disabilities Act and Equal Employment Opportunity Commission
- Maintain insurance that protects the health and safety of clients and employees
- Provide an independent audit of the past fiscal year
- Maintain **at least 90 days operating capital**
- Enroll as a COH approved vendor
- Meet and maintain the following COH requirements:
 - Certification Regarding Debarment, Suspension. (See COH Forms Section, Attachment A.)
 - Insurance that protects the health and safety of clients and employees that comply with COH and all applicable state and federal statutes. (See COH Forms Section, Attachment B and 40 TAC, Chapter 84.1 (k).) The selected proposer(s) must show evidence of the minimum level of insurance coverage as prescribed by the COH. Once proposers are selected, insurance coverages may be modified. For your use as a model, a certificate of insurance form is also included.
 - Affirmative Action and Contract Compliance for Minority, Women, Disadvantaged Business Enterprise (MWDDBE). (See COH Forms Section, Attachment C.)
 - Equal Employment. (See COH Forms Section, Attachment D.)
 - Drug Policy. (See COH Forms Section, Attachment E.)
 - Fair Campaign Ordinance. (See COH Forms Section, Attachment F.)
 - Indemnification. (See COH Forms Section, Attachment G.)

- Affidavit of Ownership or Control. (See COH Forms Section, Attachment H.)
- Pay or Play. (See Attachment I.)

BB. Deadlines and Important Dates

- **Distribution of Proposal**
 - The RFI is available:
 - On the Harris County Area Agency on Aging’s website at <http://www.houstontx.gov/health/Aging/index.html>.
 - On site at the Harris County Area Agency on Aging at 8000 North Stadium Drive, 3rd Floor, Houston, Texas 77054
 - Copies of the RFP will be available for pick-up from at the North Stadium site, Monday through Friday, **8:00 a.m. to 5 p.m.**
- **Proposal Submission** - All copies must be delivered to and received at the office listed below no later than **12:00 o’clock noon, Friday August 3, 2012:**

**Anna Russell, City Secretary
City Hall Annex
900 Bagby Street
Houston, Texas 77001**

No additional documents or attachments after the submission deadline, unless requested by the HCAAA.

HCAAA will not accept proposals transmitted electronically or by facsimile machines (FAX). Late proposals will not be accepted under any circumstance; nor will they be accepted at 8000 N. Stadium Drive, 3rd Floor, Houston, Texas 77054.

- **Letters of Intent** – Letters of Intent must be typed and submitted on Agency/Company letterhead, originally signed with one copy together with a completed Form A-1 (page 23). The letter should list any and all services areas. The letter and copy should be placed in the same envelope and the envelope label externally “**Area Agency on Aging**”.
- **Technical Assistance and Questions** - Only general questions concerning the preparation of the letter and letter content will be addressed by HCAAA. Submitters are encouraged to carefully read the proposal specifications before submitting written questions.

- Only written inquiries will be accepted regarding the RFP and must be submitted to Beverly Brownlow. **No telephone inquiries will be accepted.**
 - **All inquiries must include:** Questions may be submitted via email, fax, or mail. All questions must be received by **5 p.m., Thursday July 26, 2012.** Questions can be submitted via e-mail to beverly.brownlow@houstontx.gov, mailed to Harris Co. Area Agency on Aging, Attn: Beverly Brownlow, 8000 North Stadium Drive, 3rd Floor, Houston, Texas 77054, or faxed to 832-393- 5214 .
 - - Contact Person's Name
 - Address
 - Area code and Phone Number
 - Area code and Fax number
 - Email Address, and
 - **Subject: FY13 Nutrition Proposal**
 - Question(s) with reference to related section in the RFP

Questions will be compiled with the appropriate answers and issued as an addendum to the RFI. The addendum will be mailed to all Proposers who attend the Proposers' Conference, in addition to being posted on the Harris County Area Agency on Aging website. To ensure receipt of any addendums, Submissions should include correct mailing address, fax number and email address.

IV. SERVICE CATEGORY DESCRIPTIONS AND REQUIREMENTS

NUTRITION SERVICES

SCOPE OF SERVICES

The Vendor/Contractor agrees to provide service(s) to eligible Congregate Meal participants in accordance with the vendor/contractor application and all required assurances, licenses, certifications, and rate setting documents, as applicable. Service delivery should include program operations consistent with the approved budget of operational expenses. Any revision or changes incurred, which might impact the Scope of Services and funding levels, must have the prior approval of the HCAAA director. These changes could include, but are not limited to, a change in the number of operational sites, actual participants vs. proposed participants presented in the budget, change in number of service days for meals, vacant personnel positions, discontinuation of a service, under utilization, over utilization, and/or other service dynamics. The provider must provide service in accordance with 40 Texas Administrative Code (40TAC) 85.302 with the Older Americans Act, and Title III Grants for State and Community Programs on Aging.

Congregate Meals

Service Definition: The provision of a hot or other appropriate meal served to an eligible older adult which meets 33 1/3 (one-third (1/3)) of the dietary reference intakes as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals.

Unit Definition: A unit of service equals one complete meal served in accordance with DADS, 40 TAC nutrition Service Requirements. The Vendor/Contractor shall provide a hot or other appropriate meal from the Recommended Provider of Choice and serve to an eligible older adult to be eligible for unit rate reimbursement.

Client Eligibility: Participants must meet the eligibility provisions as stated in the Older Americans Act. Service eligibility requirements for congregate participation are as follows: participant must be 60 years of age or older or meet the eligibility criteria to receive a congregate meal as described in DADS program Instruction AAA – PI 307 Nutrition Services Eligibility Requirements for Individuals Under Age 60 and Caregivers. A Nutritional Risk Checklist Assessment is required to be completed by the service provider before service initiation and at least every 12 months thereafter. For additional information reference the Older Americans Act and the 40 TAC 85.302.

Intake: A completed intake is required for all participants and should be completed in compliance with DADS standards to include a completed Nutritional Risk Checklist and a Client's Rights and Responsibility Form.

Documentation: The intake information and units of service provided to a participant must be documented in the SAMS database and/or other tracking systems required by the HCAAA. The

service provider shall maintain official files containing information that identifies participants, documents eligibility, establishes procedures for emergency care and contact, and provides information that the participant was provided oral or written procedures for contributions and complaints. In addition, the HCAAA shall require: two-day advance meal reservation forms, center sign-in sheets, meal delivery receipts, transportation receipts, and other requirements of the HCAAA.

Access: The nutrition provider must provide a congregate site that is convenient and accessible to the proposed targeted population. Sites must be handicapped accessible and in compliance with the American with Disabilities Act, or have a timetable for compliance. Any eligible senior should be allowed access regardless to race, creed, color or religious preference. All sites should demonstrate the ability to serve and maintain a minimum of thirty-five (35) seniors daily.

Contribution/Complaints: Upon initiation of service, the vendor/contractor shall develop policies regarding Grievance and Contribution Procedures. This information must be provided to participants and/or their families or eligible caregivers, as well as, posted on-site.

Waiting List Procedures – The vendor/contractor’s current waiting list procedures must be submitted to the HCAAA at the time of contract initiation.

Subcontracted Services: A subcontractor agreement(s) involving the provision of the Nutrition Program service must meet the approval of the HCAAA and is subject to the same requirements as that of the vendor/contractor.

Service Activities: Nutrition activities must adhere to the provisions of 40 TAC 85.302, which include a hot or other appropriate lunch meal to be served each weekday, except approved holidays. Nutrition outreach and monthly nutrition education sessions are required activities. Services funded by sources other than the Older Americans Act can include Information and Referral, Access and Assistance, targeted health and educational programs, and/or recreational activities.

Nutrition Outreach: Nutrition Outreach is a program requirement and shall be conducted with emphasis addressing the target population for at-risk seniors, as defined in the Older American Act.

Nutrition Education – An annual written plan for monthly nutrition education must be developed and available for review by the HCAAA during on-site monitoring. Nutrition Education shall be provided at each congregate nutrition site, at least once per month, in accordance with the requirements of 40 TAC 85.302.

Nutrition Risk Survey: All Vendors/Contractors are required to use the Nutrition Screening Initiative Determine Your Nutritional Health Checklist Form to measure a congregate meal participant’s nutritional status. All congregate participants must be surveyed and the information is subject to an annual reassessment. A copy must be kept of file and a made available for review during monitoring visits, as well as, a copy of the results provided to the client. The tool should include the client’s total score, the name of the provider/contractor, clients name, client identification number, and date of assessment/reassessment.

Training: Each site coordinator must maintain a current Food Service Manager's Certification. To ensure continuity in food handling procedures, an alternate certified Food Service Manager must be available in the absence of the site coordinator.

Site Manager Training: Evidence of one hour training of applicable forms, rules, procedures, and policies of DADS, the AAA and the service provider relating to the administration and provision of nutrition services must be documented and available for review. In addition, the vendor/contractor must ensure that at least two hours of training is provided in personal hygiene, prevention of foodborne illness, equipment cleaning, serving food, and accident prevention. Reference the 40 TAC for additional requirements.

Days of Services: Service provision should be based on 251 service days. Programs based on less than 251 days of service, due to additional non-service days and/or holidays, must be preapproved. Non-adherence to the policy could be subject to sanctions and penalties.

Service Delivery: The Nutrition Provider must have appropriate equipment to receive and maintain the meals. The provider reserves the right to refuse receipt of any meals which are not delivered within the approved 4-hour serving window. Any meals denied receipt are not eligible for reimbursement. All required posted materials must be available at each site and shall include the contact number for DADS, a current health inspection, a current Food Managers Certification, No Smoking Signs, appropriate Hand Washing Signs, the Heimlich Poster, and any other postings required by the City of Houston Health Department.

Focal Points – A senior facility established to encourage the maximum collocation and coordination of services for older individuals. Congregate senior programs shall be a part of a system of services to promote independent living for the elderly by serving as a Focal Point for services. The organization should identify senior centers acting as Focal Points and include information that describes the activities at the center(s). Service information will be provided to DADS for centers designated as Focal Points.

Client Satisfaction Surveys: The vendor/contractor shall be required to complete Client Satisfaction Surveys of the participants' satisfaction related to service delivery. A summary of the results for each program service area must be provided to the HCAAA no later than the end of April of each contract year. The survey instruments should be collected and remain on file for annual on-site monitoring purposes.

Contractor Training(s): The HCAAA shall require vendor/contractor staff to attend required trainings. The required Performance Review Meetings and/or pertinent trainings shall be held at least quarterly for agency administrators, program managers, fiscal managers, staff and/or volunteers.

Emergency Management: The nutrition vendor/contractor shall develop and disseminate written Disaster Preparedness and Recovery Procedures for staff **and** participants. The procedures must address the preparedness and recovery phase of a natural or other related disaster that includes the name of the person(s) designated as Disaster Preparedness and Recovery Coordinator. Emergency procedures shall include an approved alternate meal service. The after hour contact information for pertinent staff should be provided the HCAAA at the time of contract initiation. This information should be available for review during on-site monitoring.

Payment Methodology: Fixed Rate. Reimbursement will be at the negotiated unit rate for all eligible Title III meals.

Billing and Reimbursement: Reporting periods for billing will be established by the Harris County Area Agency on Aging. The vendor/contractor and each professional performing a particular service shall properly sign all documents. The accuracy and completeness of each document is vital to justify reimbursement for any service(s) rendered. All required documents for reimbursements must be submitted to the Houston Department of Health and Human Services according to the schedule established by the HCAAA.

The Nutrition vendor/contractor shall provide all the services noted herein, on an as needed basis, throughout the approved contract period.

Technical assistance from the HCAAA staff is available for all provisions outlined in this Scope of Services.

FY13 HARRIS COUNTY CONGREGATE MEAL SITES

7225 Bellerive, 8603 South Kirkwood, 14603 Fonmeadow, 1414 Longhorn, 4605 Wilmington, 7250 Harrisburg, 8950 Hammerly, 6000 Telephone, 3801 W.Fuqua, 9718 Clark Park, 10303 West Office, 10610 Kingspoint, and 9720 Spaulding. The map of these locations can be found at:

<http://www.houstontx.gov/health/Aging/seniorcenters.html>

V. AWARD PROCEDURES AND GENERAL LIMITATIONS

A. This RFI does not commit the COH to award a contract for any location. The COH will not pay any costs incurred in the preparation of a proposal responding to this request.

B. Submissions will become a part of the COH's official files without any obligation on the COH's part to return them to the submitter.

C. The COH and the selected submission will agree upon a contract for submission to City Council for consideration and approval. In the event a contractual agreement cannot be reached with the submitter, the COH reserves the right to negotiate with other respondents to the RFI. The COH reserves the right to establish with the successful submission the exact terms and conditions of the contract including, but not limited to: scope, role, price and subcontracting fee.

D. Submission will be evaluated pursuant to the criteria contained in the Proposal Content Section.

E. Submission shall not offer any gratuities, favors or anything of monetary value to any official or employee of the COH for the purpose of influencing the COH for the purpose of influencing consideration of a proposal.

F. Submitter shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This prohibition is not intended to preclude subcontractors and joint ventures. The COH encourages subcontracts and joint ventures for the purposes of: (a) responding to and (b) establishing a consultant team with the required experience and skill to perform the services required.

G. Unless an alternative procedure is accepted by the Federal/State/Local government, the selected submission will adhere to billing procedures of the COH and to all standard contractual requirements of the COH.

H. This Request for Proposal and the project(s) operated hereunder by the proposer shall be governed by units of service as defined in Part VI, Services.

I. The COH has sole discretion and reserves the right to reject any and all proposals received in response to this and to cancel at any time prior to entering into a formal agreement. The COH reserves the right to modify and combine parts of proposals and to request post-proposal modifications.

J. It is the COH's intent to negotiate a contract with the selected proposer deemed most capable of serving the interests of the COH in accordance with the evaluation criteria specified. The COH reserves the right, however, to conduct post-proposal discussions with any proposers who have a realistic possibility of a contract award. These discussions could include requests for additional information, proposal modification and revision, and contract negotiations.

K. The COH reserves the right to:

- Negotiate an increase in the contract amount of up to 25%, if funds become available and/or if in the best interest of the COH. In such cases no additional solicitations or proposals are necessary.
- Reduce contract funding, if the HCAAA does not receive adequate funding from the Texas Department of Aging And Disability Services or the Housing and Community Development Department, or if the proposer fails to perform as agreed.
- Letter of recommended funding will be issued by the HCAAA once recommendations have been considered by the Director of the Houston Department of Health and Human Services (HDHHS). This letter will offer the successful proposer agency a funding level for the proposed project, which the Director of HDHHS will recommend to City Council. Agencies will also be required to submit revised line item budget(s) based on the recommended funding levels prior to the execution of the contract.
- **On the basis of this letter, the HCAAA makes budgetary allocations. However, only a fully executed contract is binding. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without a guarantee of compensation.**
- Once the contract documents are properly executed and the support documents assembled by the proposer, they are submitted to the HCAAA. HCAAA will review the documents for adequacy and completeness. **ANY INCOMPLETE SUBMISSION MAY DISQUALIFY THE SUBMISSION OR MAY BE RETURNED TO THE APPLICANT FOR COMPLETION.**
- Once the contract is approved by City Council, it is circulated for any remaining necessary signatures. After all necessary signatures are obtained, a copy is returned to the proposers from HCAAA. **ONLY AFTER THE CONTRACT IS FULLY EXECUTED (PROPERLY SIGNED BY ALL PARTIES AND GIVEN A NUMBER BY THE CONTROLLER'S OFFICE) MAY REIMBURSEMENT REQUESTS BE PROCESSED AGAINST THE CONTRACT.**
- In accordance with 40 TAC, Chapter 81, a service provider whose proposal is denied or whose contract is terminated or not renewed (except as provided in 45 C.F.R. Part 74, Subpart M) has the right to appeal such an action. Applicable sections of 40 TAC, Chapter 81 are available upon request.



V.

FORM SUBMITTED WITH THE LETTER OF INTENT

Harris County Area Agency on Aging
FY13
Letter of Intent Information Page
Form A – 1



1. Organizational/Company/Firm/Information

Corporation/Company Name: _____

Corporation/Company Submitting Bid: _____

Headquarters Address:

Number & Street: _____

City, State, Zip Code: _____

(Area Code) Phone Number Voice: _____

(Area Code) Phone Number Fax: _____

E-Mail Address: _____

Subsidiary/Division of: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Tax Identification Number: _____

2. Services for which this Letter is Being Submitted:



VI

CITY OF HOUSTON FORMS

Attachment A	Definition - Certification Regarding Debarment
Attachment B	Insurance Requirements
Attachment C	MWDBE – Attachment C, Page
Attachment D	Equal Employment Opportunity
Attachment E	Drug Policy
Attachment F	Fair Campaign
Attachment G	HDHHS Indemnification and Release
Attachment H	Affidavit of Ownership or Control
Attachment I	Pay or Play
Attachment J	Authorized Signatures
Attachment K	Indemnification and Release Statement

ATTACHMENT A

DEFINITIONS

COVERED CONTRACT/GRANT AND SUBCONTRACTS/SUBGRANTS.

- (1) Any nonprocurement transaction which involves federal and or state funds (regardless of amount and including such arrangements as subgrants) and its agents/grantees.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators
 - b. Providers of audit services required by a federal or state funding source.
 - c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with federal or state regulation to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred".

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing relations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the Equal Employment Opportunity Acts and executive orders, or the Environmental Protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to anticipate in more than one covered transaction.

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- a. Principal investigators
- b. Providers of audit services required by a federal or state funding source.
- c. Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with the federal or state regulations that immediately excludes a person from participating in covered contracts/grant for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires all states to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal or state regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractor/grantee must also screen each of its covered subcontractors/providers.

In this certification “contractor/grantee” refers to both contractor/grantee and subcontractor/subgrantee; “contract/grant” refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification to the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal or state government, may pursue available remedies, including suspension and/or the debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract,” “debarred,” “suspended,” “ineligible,” “participant,” “proposal,” and “voluntarily excluded,” as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal or state government.

Do you have or do you anticipate having subcontractors/subgrantee under this proposed contract? _____ **YES** _____ **NO**

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantee upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contract/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal or state government, may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACT AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

_____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential contractor/grantee is unable to certify to on or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanations to this certification.

_____ The potential contractor/grantee certifies, by submission of this certification, that if the contractor/grantee, person, principal is debarred, suspended proposed for debarment, declared ineligible or voluntarily excluded from participation during the contract term of this contract/grant, will immediately inform the Houston Department of Health and Human Services of such action.

NAME OF POTENTIAL CONTRACTOR/GRANTEE

PROPOSER ID NO./FEDERAL TAX ID NO.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

THIS CERTIFICATION IS FOR FY _____, PERIOD BEGINNING _____ and ending _____.

ATTACHMENT B

INSURANCE REQUIREMENTS

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

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers's Compensation and Employer's Liability	Statutory limits for Worker's Compensation. Bodily Injury by accident \$500,000 each accident Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 each employee
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence
Professional Liability, if applicable	\$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.

- (2) 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 inactions do not waive the City's rights under this Agreement.

- (3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- (4) 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.
- (5) 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.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) 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.
- (8) Endorsement of Primary Insurance. Each policy hereunder 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.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) 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 shall be commensurate with amount of the subcontract, but in no case shall it be less than \$500,000 per occurrence. Contractor shall provide copies of such insurance certificates to the Director.
- (11) Proof of Insurance

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish to 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, the Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

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

(1) immediately suspend Contractor from any further performance under this Agreement and being procedures to terminate for default, or

(2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

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

(12) 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.

Signed (Executive Director or Authorized
Representative)

Date

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 30 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 a rating of B+ or better and a financial size category of Vi or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies.
4. Names and address of Insured (as shown on policy).
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least 60 days from date of delivery of certificate
9. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

CERTIFICATE OF INSURANCE

PRODUCER [Insurance Agent]	COMPANIES AFFORDING COVERAGE	
	Company Letter A	
INSURED [Name of Engineer]	Company Letter B	
	Company Letter C	
	Company Letter D	
	Company Letter E	

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (Date)	POLICY EXPIRATION (Date)	LIMITS	
GENERAL LIABILITY				General Aggregate	\$1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				Products-Comp/OP Agg.	\$1,000,000
Claims Made				Personal & Adv. Injury	\$ no limit required
Occur				Each Occurrence	\$ 500,000
				Fire Damage (Any one fire)	\$ not required
				Med. Expense (Any one person)	\$ not required
AUTOMOBILE LIABILITY				Combined Single Limit	\$ 1,000,000
<input checked="" type="checkbox"/> ALL OWNED AUTOS				Bodily Injury (Per Person)	\$ no limit required
<input type="checkbox"/> SCHEDULED AUTOS				Bodily Injury (Per Accident)	\$ no limit required
<input checked="" type="checkbox"/> HIRED AUTOS				Property Damage	\$ no limit required
<input checked="" type="checkbox"/> NON-OWNED AUTOS				Each Occurrence	\$ not required
<input type="checkbox"/> GARAGE LIABILITY				Aggregate	\$ not required
EXCESS LIABILITY				STATUTORY LIMITS	
<input type="checkbox"/> UMBRELLA FORM				Each Accident	\$ 500,000
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Disease-Policy Limit	\$ 500,000
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				Disease-Each Employee	\$ 500,000
OTHER Professional Liability				Claim/aggregate	\$1,000,000

SPECIAL ITEMS

The City of Houston (incl. officers, agents and employees) is named as an additional insured on all policies except Worker's Compensation and professional liability insurance. All policies are primary to the additional insured. A waiver of subrogation against the City of Houston, its officers and employees is included in the policy.

CERTIFICATE HOLDER	CANCELLATION
City of Houston, Texas	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, NON-RENEWED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL WRITTEN 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

ATTACHMENT C



CITY OF HOUSTON Affirmative Action and Contract Compliance

Minority, Women, Disadvantaged Business Enterprise Program Requirements

I. Documents that must be signed and returned to administering department with the proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status.

- A. **MWBE Participation Plan** (Form MWBE-2) - List of proposed Subcontractors and Suppliers
- B. Executed Subcontract(s), or Letter(s) of intent for each MWBE Subcontractor or Supplier, including:

Name of MWBE Subcontractor/Supplier
Description of the Scope of Work to be Performed
Dollar value of each proposed MWBE subcontract
or
Documentation of Good Faith Efforts to meet the MWBE Goal.

These documents should be submitted to the Project Administrator identified in the proposal. Good Faith Efforts will be forwarded to the Affirmative Action Division for review.

II. Report that must be submitted during the course of the Contract:

- A. **MWBE Quarterly Utilization Report** (Form MWBE-3) - Mail original of completed report to:

City of Houston
Affirmative Action and Contract Compliance
ATTN: Velma Laws
500 Jefferson, suite 1400
Houston, Texas 77002

III. MWBE Requirements:

- A. **Purpose**

To facilitate implementation of Chapter 15 Article V of the City of Houston Code of Ordinances relating to Minority and Women Business Enterprises Contract Participation.

- B. **Policy**

It is the policy of the City to encourage the full participation of Minority and Women Business Enterprises in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

III. **MWBE Requirements: (Continued)**

C. **Policy Elements**

1. The Contractor agrees to ensure that Minority and Women Business Enterprises, as defined in **Chapter 15 Article V of the City of Houston Code of Ordinances**, have a full and fair opportunity to participate in the performance of City contracts. In this regard, the Contractor shall take all reasonable Good Faith Efforts as defined herein, to meet the MWBE goal for this contract.
2. The Contractor and any Subcontractor/Supplier shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of City contracts.
3. The **MWBE Participation Plan (Form MWBE-2)** must be submitted with the Proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status. This decision is the responsibility of the Project Administrator.
4. Contractor's performance in meeting the MWBE Participation Goal will be monitored by the Affirmative Action and Contract Compliance Division (Affirmative Action Division).

D. **Percentage Goal**

The percentage goal for Minority and Women Business Enterprise participation in the work to be performed under this Contract is _____%.

E. **Proposer Responsibilities**

1. **Prior to Award:** Proposer must submit a plan ("Plan") setting out how the goal is to be met with the Proposal or within a period designated by the Project Administrator upon notification of finalist or successful proposer status, which must minimally include:
 - a. **MWBE Participation Plan** (Form MWBE-2) - List of proposed Subcontractors and Suppliers. *All MWBEs listed on this form must be certified by the Affirmative Action Division prior to the Request for Proposal due date with the following exception: The Affirmative Action Division will consider priority certification of non-certified firms in those cases where the successful proposer proposes the utilization of a firm for a specific capability not found among at least three (3) certified firms.*
 - b. Executed Subcontract(s), or Letter(s) of Intent for each MWBE Subcontractor or Supplier, including:

Name of MWBE Subcontractor/Supplier
Description of the Scope of Work to be Performed
Dollar value of each proposed MWBE subcontract

or
 - c. Documentation of Good Faith Efforts to meet the MWBE Goal, if the goal is not met. See **Attachment A** for minimum standards for Good Faith Efforts. Such documentation shall be presented to the Project Administrator for review by the Affirmative Action Division.

III. **MWBE Requirements: (Continued)**

E. **Proposer Responsibilities (Continued)**

1. (Continued)

Note 1: Failure to respond within the designated period could result in a finalist being considered non-responsive and the next proposer being considered for award.

Note 2: The Proposer shall be bound by the Plan submitted unless a waiver is received from the Director of the Affirmative Action Division.

Note 3: The Director of Affirmative Action is authorized to suspend any Contractor who has failed to make Good Faith Efforts to meet an established MWBE Goal; and to suspend any MWBE who has failed to make Good Faith Efforts to meet all requirements necessary for participation as an MWBE.

2. Prior to award, the successful proposer shall execute written contracts with all of its MWBE Subcontractors/Suppliers and shall assure that all such contracts contain the terms set out in **Exhibit "_____"**.
3. Prior to award, Contractor shall designate an MWBE liaison officer who will administer the Contractor's MWBE programs and who **shall** be responsible for maintenance of records of Good Faith Efforts to subcontract with MWBE Subcontractors/Suppliers.
4. After award, Contractor shall:
 1. Submit MWBE Quarterly Utilization Reports, attached herein, to the Affirmative Action Division.
 2. Comply with Form MWBE-2 - MWBE Participation Plan, unless it has received approval from the Director of Affirmative Action to deviate therefrom. Approval will not be reasonably withheld.
 3. Upon approval of the Director of Affirmative Action, make Good Faith Efforts to replace a certified MWBE Subcontractor/Supplier that is displaced, for any reason, with another certified MWBE.
 4. Submit all disputes with MWBE Subcontractors/Suppliers that are unable to be resolved by the Affirmative Action Division to binding arbitration as set out in the city's Affirmative Action and Contract Compliance Division, Minority/Women Business Enterprise (MWBE) Procedures.
 5. Make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of the contract; and agree to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Contractor to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract).

III. MWBE Requirements: (Continued)

F. Eligibility of MWBEs

1. To ensure that the MWBE program benefits only those firms that are owned and controlled by a minority person(s) or a woman (women), the Affirmative Action Division will certify the eligibility of MWBE Subcontractors/Suppliers. Contact the Affirmative Action Division at (713) 658-3800 for information regarding certification.
2. The Affirmative Action Division publishes and maintains a Minority and Women Business enterprise Directory. This Directory is available from the Affirmative Action Division for Contractor use.

Note: All MWBE firms, even if certified by another agency, must be certified by the Affirmative Action Division in order to qualify for attainment of the MWBE Goal.

G. Determination of MWBE Participation

MWBE participation shall be counted toward meeting the MWBE Goal in accordance with the following:

1. Once a firm is certified as an MWBE, the total dollar value of the subcontract awarded to the MWBE is counted toward the MWBE participation goal.
2. When a Contractor or Subcontractor organizes a joint venture with one or more MWBEs to satisfy its MWBE Goal, the Director of Affirmative Action shall determine the percent of participation resulting from such joint venture to be counted toward the MWBE goal.
3. Contractor may count toward its MWBE goal those MWBE Subcontractors/Suppliers performing a Commercially Acceptable Function.
 - a. **COMMERCIALLY ACCEPTABLE FUNCTION** means a discrete task or group of tasks, the responsibility for performance of which shall be discharge by the MWBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MWBE is responsible. Without limiting the generality of the foregoing, an MWBE will not be considered to be performing a commercially acceptable function if it subcontracts, to non-MWBE firms or to other MWBE firms, more than 50% of a contract being counted toward the applicable participation goal, unless such subcontracting in excess of 50% has been expressly permitted by the Director of Affirmative Action in a written waiver of this requirement. A waiver shall be granted upon demonstration that the industry standard for the type of work involved is to subcontract over 50% of the work.

H. Compliance of the Contractor

To ensure compliance with MWBE requirements, the Affirmative Action Division will monitor Contractor's efforts regarding MWBE Subcontractors/Suppliers during the performance of this Contract. This may be accomplished through the following: job site visits, reviewing of records and reports, interviews of randomly selected personnel.

III. **MWBE Requirements: (Continued)**

I. **Records and Reports**

1. Contractor shall submit an initial report 40 days after the contract begins, and each quarter thereafter, outlining MWBE participation until all MWBE subcontracting or material supply activity is completed. The reports will be due on the 15th day following each quarter. The MWBE Utilization Report, herein attached, is to be used for this reporting. This form may be reproduced by the Contractor from the copy herein enclosed.
2. Contractor shall maintain the following records for review upon request by the Affirmative Action Division:
 - a. Copies of Subcontractor agreements and purchase orders as executed,
 - b. Documentation of payments and other transactions with MWBE Subcontractors/Suppliers.
 - c. Appropriate explanations of any changes or replacements of MWBE Subcontractors/Suppliers.

Note: All replacement MWBEs must be certified by the Affirmative Action Division.
3. If the MWBE goal is not being met, the monthly report shall include a narrative description of the progress being made in MWBE participation. Reports are required when no activity has occurred in a reporting period.
4. All such records must be retained for a period of four (4) years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the City.

IV. **Sanctions**

A. **General**

Pursuant to Section 15-86 of the Code of Ordinances, the Director is authorized suspend for a period of up to, but not to exceed, five (5) years, any Contractor who has failed to make Good Faith Efforts or who has failed to comply with its submitted Plan pursuant to Section 15-85, unless a waiver has been granted, from engaging in any Contract with the City. The Director is also authorized to suspend any MWBE who has failed to make Good Faith Efforts from engaging in any Contract affected by Article V of Chapter 15 of the Code of Ordinances for a period of up to, but not to exceed, five (5) years.

B. **Guidelines for Imposition of Sanctions**

1. **General**

- a. No suspension shall be imposed by the Director except upon evidence of specific conduct on the part of an MWBE or a Contractor that is inconsistent with or in direct contravention of specific applicable requirements for Good Faith Efforts.
- b. Imposition and enforcement of suspensions shall be consistent with applicable state law.

IV. Sanctions (Continued)

B. Guidelines for Imposition of Sanctions (Continued)

2. Severity of Sanctions

- a. In determining the length of any suspension, the Director shall consider the following factors:
- 1) whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor or MWBE of the duties imposed on them by Article V of Chapter 15 of the Code of Ordinances and these Procedures;
 - 2) the number of specific incidences of failure by the Contractor or MWBE to comply;
 - 3) whether the Contractor or MWBE has been previously suspended;
 - 4) whether the Contractor or MWBE has failed or refused to provide the Director with any information requested by the Director or required to be submitted to the Director pursuant to law or the Procedures;
 - 5) whether the Contractor or MWBE has materially misrepresented any applicable facts in any filing or communication to the Director; and
 - 6) whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.
- b. Suspensions may be for any length of time not to exceed five (5) years. Suspensions in excess of one (1) year shall be reviewed for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the Contractor or MWBE has been previously suspended, or other similarly egregious conduct.

C. Delegation

A decision to implement a suspension may be taken after notice and an opportunity for a hearing by the Director or by another impartial person designated by the Director for that purpose. The Director or other person conducting the hearing shall not have participated in the actions or investigations giving rise to the suspension hearing.

D. Notice

1. Prior to the imposition of any suspension, the Director shall deliver written notice to the Contractor or MWBE setting forth the grounds for the proposed suspension and setting a date, time and place to appear before the Hearing Officer for a hearing on the matter.
2. Any notice required or permitted to be given hereunder to any Contractor or MWBE may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the Affirmative Action and Contract Compliance Division or in the Contract if no address is on file with the Affirmative Action and Contract Compliance Division.

IV. Sanctions (Continued)

E. Hearing Procedures

Proceedings before the Director or other hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witnesses. The burden shall be upon the City by a preponderance of evidence. The decision shall be reduced to writing and notice provided to the Contractor or MWBE.

F. Appeals

Appeals authorized pursuant to Section 15-86(b) of the Code of Ordinances shall be conducted by an arbitrator who shall act as the hearing officer. Alternatively, an appeal may be taken to City Council, subject to the appellant's compliance with Rule 12 of the City Council Rules of Procedure. Appeals shall be initiated by filing a written notice to appear with the Director no later than fifteen (15) days following the mailing of notice of the decision of the Director, and the appeal notice shall state whether the appeal is requested to City Council or to an arbitrator. If an arbitration appeal is requested, then the arbitrator shall be selected as provided in Section 9 of these Procedures. The Arbitrator's or City Council's decision, as applicable, shall be final. The Director shall determine whether to suspend his or her order pending an appeal, taking into account the criteria set forth in Section 6(B)(2) of these Procedures.



LETTER OF INTENT

TO: CITY OF HOUSTON
ADMINISTERING DEPT.

DATE: _____

Project Name & Number _____

Bid Amount: _____ MWDBE GOAL _____

MWDBE Participation Amount _____

_____ agrees to provide the following
MWDBE SUBCONTRACTOR

goods/services to _____ in connection with the
PRIME CONTRACTOR

above referenced contract:

_____ will be functioning as:
MWDBE SUBCONTRACTOR

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

_____ is currently certified by the City of
MWDBE SUBCONTRACTOR

Houston's Affirmative Action & Contract Compliance Office to function in the
aforementioned capacity.

_____ and _____
MWDBE SUBCONTRACTOR PRIME CONTRACTOR

intend to work on the above-named contract in accordance with the MWDBE
Participation Section of the City of Houston Contract Bid Provisions, contingent
upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (MWDBE Subcontractor)

Title

Title

Date

Date

ATTACHMENT D

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times are directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules,

regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

Signed (Executive Director or Authorized Representative):

Date

ATTACHMENT E
DRUG DETECTION AND DETERRENCE

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Contractor shall comply with all requirements and procedures set forth in the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No., 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.**

- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer Drug Testing ("CCODT"):**
 - (a) a copy of its drug-free workplace policy;**
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Attachment "A" together with a written designation of all safety impact positions, and**
⊙ if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Attachment "C".

If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6 month period begins to run on the date City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

- (3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.**

- (4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.**

Signed (Executive Director or Authorized Representative)

Date

ATTACHMENT F

CONTRACTOR SUBMISSION LIST 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 venturers 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 _____

[CORPORATION CONTINUED]

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.

ATTACHMENT G

CITY OF HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES INDEMNIFICATION AND RELEASE STATEMENT

Contractor 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, attorney’s fees, court costs, and all other defense costs and interest) for injury, death, damage, or lost to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

(1) Contractor’s and/or its agents’, employees’, officers’, directors’, contractors’, or subcontractors’ (collectively in numbered paragraphs 1-3, “Contractor”) actual or alleged negligence or intentional actions or omissions;

(2) The City’s on Contractor’s actual or alleged concurrent negligence, whether Contractor is immune from liability or not; and

(3) The City’s and Contractor’s actual or alleged strict products liability or strict statutory liability, whether Contractor is immune from liability of not.

Contractor shall defend, indemnify, and hold the City harmless during the term if this Agreement and for four years after the agreement terminates. Contractor’s indemnification is limited to \$600,000 per occurrence. Contractor shall not indemnify the City for the City’s sole negligence.

RELEASE

Contractor agrees to and shall release the City, its agents, employees, officers, and legal representatives (collectively the “City”) from any liability arising out of the sole and/or concurrent negligence of the City of Houston 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 sold or concurrent negligence and/or the City’s strict products liability or strict statutory liability.

Signed, Executive Director or
Authorized Representative

Date

A CORPORATION

List all persons and entities having an equity interest of 5% or more. (If none, state "NONE")

Name _____
Shareholder _____ Address _____ Phone No. _____

Name _____
Shareholder _____ Address _____ Phone No. _____

Name _____
Shareholder _____ Address _____ Phone No. _____

A JOINT VENTURE.

List all ventures having an equity interest of 5% or more and list all persons and entities owning 5% or more of any venturer. *(If none, state "NONE")*

Name _____
Venturer _____ Address _____ Phone No. _____

Name _____
Venturer _____ Address _____ Phone No. _____

Name _____
5% Owner of a Venturer _____ Address _____ Phone No. _____

LIMITED LIABILITY COMPANY

List all person(s) and entities having an equity interest of five percent (5%) or more. (If none, state "NONE")

Name _____
Owner _____ Address _____ Phone No. _____

Name _____
Owner _____ Address _____ Phone No. _____

Name _____
Owner _____ Address _____ Phone No. _____

K:\misc\rdc2258.wpd

NON-PROFIT ENTITY:

List all directors of the corporation, (If none, state "NONE")

Name _____
Director _____ Address _____ Phone No. _____

Name _____
Director _____ Address _____ Phone No. _____

Name _____
Director _____ Address _____ Phone No. _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Bidder, that he or she is associated with the Bidder in the capacity noted above and that he or she is 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____.

Notary Public, State of Texas

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.



Attachment I

City of Houston Affirmative Action and Contract Compliance

Pay or Play Program Requirements

Pay or Play Program Elements

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.

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.

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)
3. If applicable, Contractor/Subcontractor Waiver Request (Form POP-4)

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.

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.

Compliance and Enforcement

The Affirmative Action 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.

http://purchasing.houstontx.gov/solicitation_forms.htm



City of Houston

Pay or Play Program Acknowledgement Form

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

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 Proposer ID

Company Name

Phone Number

Email Address

AUTHORIZED SIGNATURE

The following officers or employer(s) are duly authorized by the Board of Directors (Name of proposing agency)_____ to carry out the performance contemplated by a contract with the City of Houston and is authorized to execute on behalf of (Name of proposing agency)_____. This authorization shall legally bind the organization to the terms of the contract.

NAME	TITLE

Board of Directors Chairperson
(Type)

Date

Board of Directors Chairperson
(Signed)

Date

INDEMINIFICATION AND RELEASE STATEMENT

Contractor agrees and warrants that it will protect, defend, and hold harmless to the City, its employees, officers, and legal representatives (collectively the City) from all third party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines arising by reason of or in connection with contractor’s actual or alleged negligence or other actionable performance or omission of the Contractor in connection with or during the performance of the duties under this agreement. Contractor further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the city from all claims, allegations, fines, demands, and damages relating in any to the actual or alleged joint and/or concurrent negligence of the City and contractor, whether Contractor is immune from liability or not.

It is the express intention of the parties hereto that the indemnity provided herein is an agreement by the Contractor to indemnify protect the City from the City’s own negligence where said negligence is alleged or actual concurring proximate cause of any alleged third party harm.

The indemnity provision herein shall have not application to any claim or demand where bodily injury, death, or damage results only from the sole negligence the City unmixed with any fault of the Contractor.

Notwithstanding, anything herein to the contrary, the liability of the Contractor under this indemnity provision shall not exceed \$600,000 per occurrence.

RELEASE

The contractor, its predecessors, successors, and assigns hereby release, relinquish, discharge the City of Houston, its former, present and future agents, employees, and officers from any liability arising out of the sole and/or concurrent negligence of the City of Houston for any injury, including death or damage to persons or property where such damage to persons or property where such damage is sustained or alleged to arise in connection with services performed in connection with this contract.

**Signed (Executive Director or
Authorized Representative)**

Date

**Harris County Area Agency on Aging
FY'13 Invoice and Monthly Reporting Requirements for
Support Services—Unit Rate Contractors**

In order to be reimbursed for services provided, all contractors/vendors are required to submit monthly invoices to the Harris County Area Agency on Aging (HCAAA). These invoices are due in the Houston Department of Health and Human Services Business Management Office, 8000 N. Stadium Dr., Houston, Texas 77054 no later than 4:00 p.m. on the 8th calendar day of each month. If the 8th falls on a weekend or holiday, the invoices must be submitted on the next business day *after* the 8th unless otherwise instructed by the HCAAA.

Please submit the following pages of the invoice document (printed from your invoice file):

- Invoice Summary (page 1)
- Match Report (page 2)
- Program Income Report (page 3)
- Program Income Worksheet (page 4)

In addition to these pages, the following support items must be submitted:

- SAMS Agency Summary Report
- On a quarterly basis (attached to invoices for December, March, June and September) submit the SAMS Consumer Quarterly Report.
- Documentation for any program income collected (bank deposits, receipts, etc.)

Change in the FY13 invoice format include:

- The format of the Match Report has been simplified. We have removed the 10%-25% calculation cells. The only calculations on the spreadsheet are for totals. It will be the responsibility of the contractor to assure that the 10% (for Title III-B) and 25% (for Title III-E) requirements are being met.

Questions regarding SAMS and SAMS reports should be directed to Larry Dawson at 713.794.9442. Questions regarding all other requirements should be directed to your program manager at 832-393-4389.

