

## XIV. Forms

### Form 1: Proposal Information Form

#### Proposal Information Form

**\*\*COMPLETE A SEPARATE FORM FOR EACH CATEGORY AND/OR INTERVENTION FOR WHICH YOU ARE APPLYING FOR FUNDING.\*\***

<b>Agency/Organization/Person Submitting Proposal:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone and Fax #:</b> <b>Phone: ( )</b> <b>Fax: ( )</b>
	<b>E-mail Address:</b>
<b>Request for Proposals (Title):</b>	
<b>Funding Amount Requested:</b> \$	<b>501 (c)(3) Number:</b>

<b>Category:</b> Please check [ <input type="checkbox"/> ] the Category under which you intend to apply. A separate proposal is required for each category and/or intervention.
<input type="checkbox"/> <b>Category 1: Health Education/Risk Reduction</b> <input type="checkbox"/> <b>Category 2: HIV Counseling, Testing &amp; Referral Services including Syphilis Elimination</b> <input type="checkbox"/> <b>Category 3: Comprehensive Risk Counseling Services</b> <input type="checkbox"/> <b>Category 4: Social Marketing</b> <input type="checkbox"/> <b>Category 5: School-Based Programs</b> <input type="checkbox"/> <b>Category 6: HIV Prevention Program Evaluation, Technical Assistance and Capacity Building</b>

<b>Proposed Geographic Service Area:</b> (Please list the zip code where you propose to provide services. Write the proposed percent (%) of the total services that your agency will provide in each zip code. Total for all zip codes must add up to 100%.)				
1 <sup>st</sup> Zip Code:	2 <sup>nd</sup> Zip Code:	3 <sup>rd</sup> Zip Code:	4 <sup>th</sup> Zip Code:	5 <sup>th</sup> Zip Code:
____%	____%	____%	____%	____%

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

## Forms 2 – 5: Budget Guidelines

The following services are to be funded on a cost reimbursement basis:

- **Category 1:** HIV Health Education/Risk Reduction
- **Category 2:** HIV CTR Services including Syphilis Elimination
- **Category 3:** Comprehensive Risk Counseling Services
- **Category 4:** Social Marketing
- **Category 5:** School-Based Programs
- **Category 6:** HIV Prevention Program Evaluation, Technical Assistance and Capacity Building

If your agency is submitting a proposal to provide any of these services, please review the budget instructions for cost reimbursement budgets and complete the cost reimbursement budget forms.

### COST REIMBURSEMENT BUDGET PREPARATION INSTRUCTIONS

The budget summary and justification forms should be completed carefully in accordance with the instructions provided below. Please be aware that you must provide justification for all proposed costs at the level of detail requested in these instructions, and you must submit a separate budget summary and justification with EACH proposal submitted. These budget forms are available and downloadable in Microsoft Excel Format.

#### A. GUIDELINES FOR DETERMINING TYPES OF COSTS

There are two types of costs: program costs and administrative costs. For the purposes of this RFP, all costs, both program and administrative, must be accounted for as direct costs.

1. Program costs are defined as the costs incurred for direct service delivery. These costs are normally only incurred as a direct result of providing a specific service to a client or his or her family members.

Examples of program costs are:

- Salaries and related employee benefits for staff who provide direct services to clients, their clinical supervisors and other staff who directly assist these individuals in the provision of services
- Consultants who provide direct services to clients, supervise program staff, develop program materials or perform other program functions
- Program supplies such as educational materials, medical supplies and other supplies that are used specifically for this program
- Office supplies that directly support program activities such as folders for client charts
- Travel costs for program staff
- Printing and photocopying of medical forms, program materials and other materials used by or for program participants
- Equipment used for direct service delivery
- General liability insurance associated with program staff or space
- Maintenance of client records, including client and service data entry

2. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect rates for agencies; management and oversight of specific programs; and other types of program support such as quality assurance, quality control and related activities. Administrative costs must not exceed 10% of your total budget.

Examples of administrative costs are:

- Salaries and related employee benefits for accounting, secretarial and management staff, including those individuals who produce, review and sign monthly reports and invoices
- Consultants who perform administrative, non-service delivery functions
- General office supplies
- Travel costs for administrative and management staff
- General office printing and photocopying
- General liability insurance associated with administrative staff or space
- Audit fees

As mentioned above, administrative costs can be direct or indirect. Direct and indirect administrative costs combined must not exceed 10% of the budget.

Both program and administrative costs, as defined above, can be direct costs if they are directly attributable to the program.

3. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services.

Examples of direct costs are:

- Salaries and related employee benefits for staff who charge their time directly, on the basis of actual time worked, to the program or project for which they work
- Expenses related to staff that are direct-charged, including recruitment costs and travel expense
- Telephone expenses related to a unique telephone number or an extension for which expenses can be determined and substantiated on an actual or allocated basis
- Space costs and related expenses for facility space that is used only for funded activities, for which expenses can be determined and substantiated on an actual or allocated basis
- All program supplies, as defined above
- Other expenses that are both directly attributable to the program and consistently treated, on an agency-wide basis, as direct costs

## **B. SUMMARY OF UNALLOWABLE COSTS**

Below is a summary of unallowable costs; it is not intended to be a complete or definitive listing. Agencies are responsible for referring to the documents referenced below for complete guidelines.

The following costs are not permitted under the Public Health Service Grants Policy Statement and *OMB Circular A-122*:

- Bad debts
- Capital improvements
- Contingency provisions
- Contributions and/or donations to others
- Depreciation expenses as a direct cost and as related to federally-funded equipment
- Entertainment costs
- Fines and penalties
- Interest expense, unless the expense meets the specific criteria outlined in the regulations
- Land or building acquisition (includes mortgage payments)
- Lobbying costs
- Refreshments
- Stipends
- Taxes for which exemptions are available to the organization

The Bureau of HIV/STD Prevention has provided the following clarification concerning the purchase of condoms and client incentives:

- Funds may be used to purchase condoms for clients of prevention programs for primary prevention. Before using funds for the purchase of condoms, agencies should exhaust all other resources, including other funding sources and free condom distribution. If purchasing condoms, agencies should avoid purchasing condoms with Nonoxynal-9. This is according to the CDC’s 2002 STD Treatment Guidelines that state that “condoms lubricated with spermicides are no more effective than other lubricated condoms in protecting against the transmission of HIV and other STDs”. In addition, “spermicide-coated condoms cost more, have a shorter shelf-life than other lubricated condoms, and have been associated with urinary tract infections in young women”.
- Funds may be used to purchase client incentives such as phone cards, bus tokens, food vouchers and hygiene kits to contribute to the achievement of the objectives of evidence- or behavior-change theory-based HIV prevention interventions. The amount requested must be reasonable and fully justified.

### **C. SPECIFIC BUDGET FORM INSTRUCTIONS**

**Individual Service Category Budgets:** One budget is required for each service category, such as, comprehensive risk counseling services, health education/risk reduction, counseling, testing and referral services, etc. Please note that these budget forms are identical to the forms required if and when awards are made.

#### **1) Form B-1, SERVICE CATEGORY FUNDING – PROPOSED (1 page):**

Enter the provider name, service category, effective dates, and amount. Leave the following information blank: funding source and award number. This information is cell referenced to all forms. This form will show a categorical line item budget in federal categories for the “Total Activity Costs,” “Other Funding” and “Funding this Contract” columns. The last column requires information on prior funding for HDHHS comparison purposes.

- **Do not enter data in column 1.** Column 1, Total Activity Costs, is a calculation of columns 2 and 3.
- The categorical budget for all funding other than this award should be entered in column 2, “Other Funding This Activity.”
- **Do not enter data in column 3.** The categorical budget for all funding related to this award will be populated in column 3, “Activity Funding This Contract”. The amounts listed in this column are cell-referenced to the summary totals on the budget narrative.
- Column 4 is prior year funding and should be input from the prior year final budget.

2) **Form B-2, PERSONNEL SCHEDULE - PROPOSED:** Summarize the personnel, salaries, FTE’s, etc. associated with this budget.

**Note: Other personnel are generally defined as per diem, non-salaried and or short-term employees working in or for your organization. These are subcontractors and should not be listed on this form. Subcontractors are to be listed on Form B-4, Budget Narrative.**

- Enter the agency’s full-time hours in the header. This number is how many hours your agency considers a full-time work week, i.e. 35 hours, 40 hours, etc. This number is used to perform certain calculations and **must** be entered.
- Column 1: Enter name or TBN (to be named and the date).
- Column 2: Enter title of employee.
- Column 3: Enter total months worked on service/activity for each individual.
- Column 4: Enter total agency weekly hours worked for this individual.
- Column 5: Enter total annual salary for this individual.
- Column 6: **Do not enter data in this column.** The form calculates HDHHS funded FTE’s by dividing Column 5 by the Agency’s Full Time Hours. Even if this individual does not work full time, full time hours are used for this calculation.
- Column 7: Enter total weekly hours per this budget.
- Column 8: **Do not enter data in this column.** The form calculates HDHHS funded salary.

Note: HDHHS Funded Salary = (HDHHS Hours/Weekly Hours) X Annual Salary.

3) **Form B-3, SERVICE DESCRIPTION - PROPOSED:** Summarize the service(s) proposed in this service category.

- Column 1: Enter description of intervention type(s) proposed. This is a drop-down selection menu.
- Column 2: Enter percentage of total funds for this intervention type within the service category. This column total must equal 100%.

- Column 3: **Do not enter data in this column.** The form calculates the dollar amount of the funding for this activity: (total activity award X percentage in Column-2). The total of this column must equal the proposed activity/service category amount.
- Column 4: Enter the population to be targeted by this intervention type within this service category. This is a drop-down selection menu.
- Column 5: Enter the sub-population to be targeted by this intervention type within this service category. This is a drop-down selection menu.
- Column 6: Enter the type of unit of service. This is a drop-down selection menu.
- Column 7: Enter the number of units proposed to be provided under this funding source.
- Column 8: **Do not enter data in this column.** The form calculates the cost to HDHHS for each proposed unit by dividing column 3 by column 5.
- Column 9: Enter the number of **UNDUPLICATED** clients proposed to be served during the award period.
- Column 10: **Do not enter data in this column.** The form calculates the proposed cost per client by dividing column 3 by column 7.

NOTE: Proposers submitting under Category 5 (School-Based Programs) and/or Category 6 (HIV Prevention Program Evaluation, Technical Assistance, and Capacity Building) are not required to submit Budget Form B-3, Service Description – Proposed.

- 4) **Form B-4, BUDGET NARRATIVE – PROPOSED:** This form contains calculations for subtotals. If entered properly, the form will calculate subtotals and totals.

Enter narrative detail for each proposed activity/service category. Remember each proposed activity/service category requires a separate budget.

This form (Form B-4, Budget Narrative) must also be completed for EACH proposed subcontractor agency. Subcontractor’s forms should be attached to the budget for each activity/service category and must agree to the amount listed for that subcontractor.

All costs listed must be allowable under Federal Cost Principles.

**Personnel:** Fill in the title and provide a complete narrative describing how this position relates to the proposed activity/service category. Generic job descriptions are unacceptable. Fill in the names of all proposed personnel for this title or TBN (to be named) with the proposed start date. Complete the proposed full-time salary for each employee, the proposed percent of salary allocated, and the form will calculate the proposed salary amount. These calculations should agree with the Personnel Schedule, Form B-2.

**Benefits:** Benefits are not required in detail by employee. Input the proposed benefit rate to be applied to the employee in the box provided and the form will calculate the benefit amount.

**Travel:** A narrative of both proposed local and proposed out of town travel must be provided. Describe who, what, where, when and why travel is proposed for this

activity/service category. Travel must be directly beneficial in accomplishing the objectives of the activity/service category.

**Equipment:** Provide the detail of all specific proposed equipment purchases. Proposed equipment leases will go under "Other" below. Provide a narrative of program purpose for each piece of proposed equipment and justify the benefit of purchase versus lease, if a large expenditure. It is not adequate to list "office equipment - \$2,000".

Equipment is defined as any single item with a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of (a) the capitalization level established by your agency for financial statement purposes, or (b) \$5,000. The justification should list each specific item of equipment with purchase price and indicate the purpose of the equipment and who will use it.

Please note that equipment may only be included in the budget to the extent that it is used by the funded program. Cost sharing must be applied when equipment will be used for activities funded by other sources. If, for example, a proposed photocopier will also be used by other agency programs, only a prorated share of the total cost of the photocopier may be included in the budget. Grantors and HDHHS will review the necessity of funding these costs.

*More specific example: A computer and printer are purchased by a provider to comply with reporting requirements. The employee responsible for this activity will devote 30% of his/her 40-hour week to this activity. The employee will devote 70% of his/her 40-hour week to activities unrelated to HDHHS activities. The computer and printer are used by the employee for 100% of the 40-hour week. HDHHS funds should bear the fare share of 30% of the total cost of the computer and printer.*

Please note that all non-expendable equipment, as defined above, as well as all sensitive equipment or furniture must be carefully monitored, inventoried and accounted for. Sensitive equipment or furniture is defined as any highly desirable portable item (e.g., calculators, typewriters, computers, printers, dictation devices, microscopes, etc.) regardless of cost.

An equipment inventory log must be submitted with the annual cost report at year-end, detailing all equipment purchased.

**Supplies:** The narrative must be specific for proposed program supplies and proposed office supplies, as well as describe in detail the type, cost and purpose of purchases. The narrative must justify why these costs are required to carry out your program.

**Subcontract:** There are two different types of agreements that can be proposed in this section:

1. Consultant Agreements:

A consultant agreement is defined as an agreement with an individual to provide a service. In this budget section, you will need to include brief, proposed scopes of work for all consultants and state how each assists the agency in meeting the program's service delivery objectives. The following must also be included for each consultant agreement:

- The generic type of service to be provided (i.e. direct client service delivery, staff training, etc.)
- The total proposed service units and/or hours
- The hourly rate to be paid for the services to be provided
- The time frame for the consultant agreement
- The total amount requested for each consultant/title

2. Contractual Agreements:

A subcontract is defined as an agreement with an organization or firm to deliver any direct services. If you are proposing to subcontract with another organization, you must state the name of the subcontractor and the purpose of the subcontract. Please be aware that all subcontractors are subject to the same federal, state and local regulations as your agency. NOTE: All subcontract agreements must be submitted to the Bureau of HIV/STD Prevention and receive written approval prior to execution.

Proposed subcontractor agencies must be listed in the second section of Subcontract. Include the name and a narrative describing services and service units to be provided. **Form B-4, BUDGET NARRATIVE** must be prepared for each proposed subcontractor listed and must agree to the amount listed.

**Other:** The categories under “other” include rent, utilities, communications, leased equipment, insurance, printing, repairs and maintenance and “miscellaneous” other. Provide a complete narrative proposing “who”, “what”, “where”, “when” and “why” for each item listed. All costs based on allocations must show the allocation and method.

**Total Direct Costs: Do not enter data in the amount column.** The form calculates all the costs above as direct costs.

# Form 2: Budget Form B-1

FORM B-1

<b>HDHHS HIV/STD PREVENTION BUDGET SUBMISSION FORM</b>				
<b>SERVICE CATEGORY FUNDING</b>				
<b>PROVIDER NAME:</b> <input style="width: 95%;" type="text"/>				
<b>CATEGORY:</b> <input style="width: 80%;" type="text" value="Select One"/>			<b>AWARD AMOUNT:</b> <input style="width: 40%;" type="text"/>	
<b>AWARD #:</b> <input style="width: 30%;" type="text"/>		<b>FUNDING SOURCE:</b> <input style="width: 80%;" type="text" value="Select One"/>		
<b>EFFECTIVE DATES:</b> <input style="width: 30%;" type="text"/> to <input style="width: 30%;" type="text"/>				
FEDERAL OBJECT CLASS:	(1) TOTAL CATEGORY COSTS	(2) OTHER FUNDING THIS CATEGORY	(3) CATEGORY FUNDING THIS CONTRACT	(4) PRIOR YEAR FUNDING THIS CONTRACT
PERSONNEL SERVICES				
FRINGE BENEFITS				
<b>SUBTOTAL PERSONNEL</b>				
TRAVEL				
EQUIPMENT				
SUPPLIES				
SUBCONTRACT COSTS				
<b>OTHER:</b>				
Rent				
Utilities				
Communication				
Leased Equipment				
Insurance				
Printing				
Repairs/Maintenance				
Other				
<b>SUBTOTAL OTHER:</b>				
<b>SUBTOTAL OPERATING COSTS</b>				
<b>TOTAL DIRECT (PERSONNEL + OPERATING)</b>				
<b>INDIRECT</b>			N/A	N/A
<b>TOTAL BUDGETED COSTS</b>				

THE AMOUNTS LISTED UNDER (3) "CATEGORY FUNDING THIS CONTRACT" ARE CELL-REFERENCED TO THE SUMMARY TOTALS ON THE BUDGET NARRATIVE.

**Form 3: Budget Form B-2**

**FORM B-2**

**HDHHS HIV/STD PREVENTION BUDGET SUBMISSION FORM  
PERSONNEL SCHEDULE**

<b>PROVIDER NAME:</b> <input style="width:90%;" type="text"/>	<b>AGENCY FULL-TIME HOURS:</b> <input style="width:90%;" type="text"/>
<b>CATEGORY:</b> <input style="width:90%;" type="text" value="Select One"/>	<b>AWARD AMOUNT:</b> <input style="width:90%;" type="text"/>
<b>AWARD #:</b> <input style="width:90%;" type="text"/>	<b>FUNDING SOURCE:</b> <input style="width:90%;" type="text" value="Select One"/>
<b>EFFECTIVE DATES:</b> <input style="width:40%;" type="text"/> to <input style="width:40%;" type="text"/>	

	(1) EMPLOYEE NAME	(2) POSITION TITLE	(3) MONTHS PER THIS BUDGET	(4) WEEKLY HOURS WORKED	(5) TOTAL ANNUAL SALARY	(6) HDHHS FUNDED FTE	(7) WEEKLY HOURS PER THIS BUDGET	(8) HDHHS FUNDED SALARY
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
	<b>TOTAL</b>							



**Form 5: Budget Form B-4**

FORM B-4

HDHHS HIV/STD PREVENTION BUDGET SUBMISSION FORM				
BUDGET JUSTIFICATION				
PROVIDER NAME: <input style="width: 250px;" type="text"/>		SUBCONTRACTOR NAME: <input style="width: 200px;" type="text"/>		
CATEGORY: <input style="width: 250px;" type="text" value="Select One"/>		AWARD AMOUNT: <input style="width: 200px;" type="text"/>		
AWARD #: <input style="width: 150px;" type="text"/>		FUNDING SOURCE: <input style="width: 300px;" type="text" value="Select One"/>		
EFFECTIVE DATES: <input style="width: 150px;" type="text"/> to <input style="width: 150px;" type="text"/>				
PERSONNEL				
(1) DESCRIBE DUTIES FOR THIS CONTRACT	(2) EMPLOYEE NAME(S)	(3) FULL-TIME SALARY	(4) PERCENT OF SALARY ALLOCATED	(5) CONTRACT AMOUNT
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
<b>SUBTOTAL PERSONNEL (PAGE 1)</b>				
				PAGE 1 OF 9

**Form 5: Budget Form B-4**

**FORM B-4**

<b>PERSONNEL (continued)</b>				
(1) DESCRIBE DUTIES FOR THIS CONTRACT	(2) EMPLOYEE NAME(S)	(3) FULL-TIME SALARY	(4) PERCENT OF SALARY ALLOCATED	(5) CONTRACT AMOUNT
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
<b>SUBTOTAL PERSONNEL (PAGE 2)</b>				
				<b>PAGE 2 OF 9</b>

**Form 5: Budget Form B-4**

**FORM B-4**

<b>PERSONNEL (continued)</b>				
(1) DESCRIBE DUTIES FOR THIS CONTRACT	(2) EMPLOYEE NAME(S)	(3) FULL-TIME SALARY	(4) PERCENT OF SALARY ALLOCATED	(5) CONTRACT AMOUNT
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
<b>SUBTOTAL PERSONNEL (PAGE 3)</b>				
<b>TOTAL PERSONNEL</b>				
				<b>PAGE 3 OF 9</b>



**Form 5: Budget Form B-4**

**FORM B-4**

<b>TRAVEL (continued)</b>							
<b>OUT OF TOWN TRAVEL</b>							
(1) CONFERENCE/MEETING TITLE	(2) # OF EMPLOYEES ATTENDING	(3) REGISTRATION	(4) AIRFARE	(5) HOTEL (# of days x rate per day)	(6) MEALS (# of days x rate per day)	(7) GROUND TRANSPOR- TATION	(8) CONTRACT AMOUNT
<b>SUBTOTAL OUT OF TOWN TRAVEL:</b>							
<b>TOTAL TRAVEL:</b>							
<b>EQUIPMENT</b>							
(1) EQUIPMENT	(2) PROGRAM PURPOSE	(3) WHO WILL USE	(4) CONTRACT AMOUNT				
<b>TOTAL EQUIPMENT:</b>							

**Form 5: Budget Form B-4**

**FORM B-4**

<b>SUPPLIES</b>				
(1) <b>PROGRAM SUPPLIES</b> <small>(For each, describe type, cost, and reason needed)</small>				(2) <b>CONTRACT AMOUNT</b>
<b>SUBTOTAL PROGRAM SUPPLIES:</b>				
(1) <b>OFFICE SUPPLIES</b> <small>(For each, describe type, cost, and reason needed)</small>				(2) <b>CONTRACT AMOUNT</b>
<b>SUBTOTAL OFFICE SUPPLIES:</b>				
<b>TOTAL SUPPLIES:</b>				
<b>CONTRACT SERVICES (HOURLY RATE CONSULTANTS AND/OR SUBCONTRACT ORGANIZATIONS)</b>				
(1) <b>HOURLY RATE CONSULTANTS</b> <small>(Describe duties and service units provided.)</small>	(2) <b>NAME(S)</b>	(3) <b>HOURLY RATE</b>	(4) <b>TOTAL ANNUAL HOURS</b>	(5) <b>CONTRACT AMOUNT</b>
<b>TITLE:</b>				
<b>NARRATIVE:</b>				

**Form 5: Budget Form B-4**

**FORM B-4**

<b>CONTRACT SERVICES (continued)</b>				
(1) HOURLY RATE CONSULTANTS <small>(Describe duties and service units provided.)</small>	(2) NAME(S)	(3) HOURLY RATE	(4) TOTAL ANNUAL HOURS	(5) CONTRACT AMOUNT
TITLE: NARRATIVE:				
TITLE: NARRATIVE:				
(1) SUBCONTRACTED ORGANIZATIONS <small>(Describe services and units provided. Also, complete Form B-4 for EACH.)</small>				(2) CONTRACT AMOUNT
SUBCONTRACTOR #1 (SEE ATTACHED BUDGET):			ENTER AMOUNT HERE>>>	
NARRATIVE:				
SUBCONTRACTOR #2 (SEE ATTACHED BUDGET):			ENTER AMOUNT HERE>>>	
NARRATIVE:				
SUBCONTRACTOR #3 (SEE ATTACHED BUDGET):			ENTER AMOUNT HERE>>>	
NARRATIVE:				
<b>TOTAL CONTRACT SERVICES:</b>				
<small><sup>1</sup>NOTE: Use a copy of Form B-4 to prepare a budget for EACH subcontracted organization. Place the name of the subcontractor at the top of the form and complete pages as appropriate.</small>				

**Form 5: Budget Form B-4**

**FORM B-4**

OTHER	
(1) OTHER LINE ITEMS <small>(SHOW COMPUTATION FOR ALL ALLOCATED COSTS)</small>	(2) CONTRACT AMOUNT
<b>RENT/OCCUPANCY</b> (DESCRIBE/ SHOW COSTS AND ALLOCATION CALCULATION) <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>UTILITIES</b> (DESCRIBE/ SHOW COSTS AND ALLOCATION CALCULATION) <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>COMMUNICATIONS</b> (DESCRIBE/ SHOW COSTS AND ALLOCATION CALCULATION) <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>LEASED EQUIPMENT</b> (DESCRIBE/ LIST COSTS) <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	

# Form 5: Budget Form B-4

OTHER (continued)	
(1) OTHER LINE ITEMS <small>(SHOW COMPUTATION FOR ALL ALLOCATED COSTS)</small>	(2) CONTRACT AMOUNT
<b>INSURANCE (DESCRIBE/ LIST COSTS)</b> <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>PRINTING (DESCRIBE/ LIST COSTS)</b> <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>REPAIRS &amp; MAINTENANCE (DESCRIBE/ LIST COSTS)</b> <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>OTHER (NAME, DESCRIBE, AND LIST COSTS)</b> <span style="float: right;">ENTER AMOUNT HERE&gt;&gt;&gt;</span> <b>NARRATIVE:</b>	
<b>TOTAL OTHER:</b>	
<b>TOTAL DIRECT COSTS:</b>	
PAGE 9 OF 9	

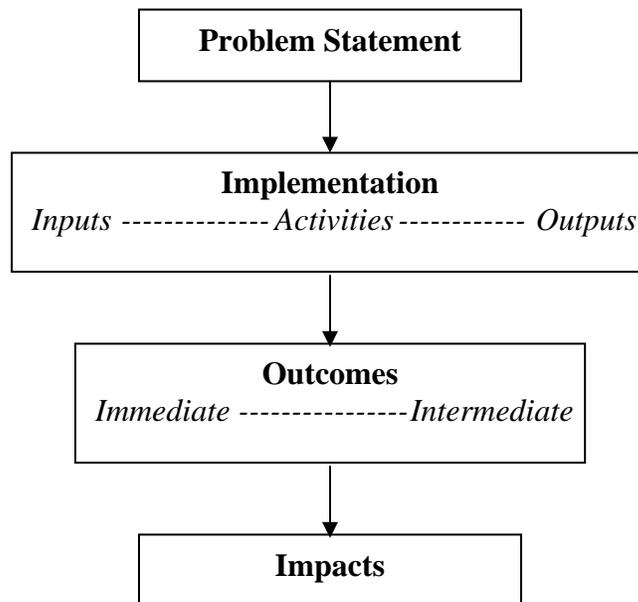
## Form 6: The Scope of Work Description

### Overview and Instructions

The Scope of Work (SOW) is a very important part of the proposal. It contains the deliverables of the contract, for which the agency is responsible. The SOW also functions as a master plan for the program. Applicants should use the Program Description in the RFP to complete this form as it includes the purpose of this program and activities that can be developed into objectives. Applicants are encouraged to be creative in the development of their program, which may result in additional goals and objectives not described in the Program Description. These should also be included in this form.

The Scope of Work follows the logic model for HIV prevention and is composed of broad statements that clearly describe the purpose of the program, activities that will lead to meeting that purpose, timeline for accomplishing the activities and methods for determining/measuring whether the applicant was successful in meeting the program purpose.

Complete a separate Scope of Work for *each* proposed intervention. This SOW is based on the Logic Model; however, previous training and/or experience with the Logic Model is *not* necessary to complete this SOW. A logic model describes the main elements of an intervention and how they work together to prevent HIV in a specific population. This model is often displayed in a flow chart, map or table to portray the sequence of steps leading to intervention outcomes. Below is a logic model for HIV prevention.



All staff are responsible for the performance of the program and meeting the agency objectives, therefore - **everyone involved with the program should have a copy of the SOW and be familiar with its contents.**

## HIV PREVENTION INTERVENTION SCOPE OF WORK PLAN

<b>1) Agency Name:</b>	<b>2) Service Category:</b>
<b>3) Target Population:</b>	<b>4) Intervention Type:</b>
<b>5) Briefly summarize the intervention.</b>	
<b>6) Describe the population to be served.</b> <i>For example, if your agency is providing services to African-American 10<sup>th</sup> – 12<sup>th</sup> graders in a particular school, let us know that. Provide enough details about age, race ethnicity, gender, and location of services to thoroughly describe the population.</i>	
<b>7) Problem Statement:</b> <i>Briefly describe the factors that put the target population at risk for HIV acquisition/transmission. Such factors may include knowledge, attitudes, beliefs, behaviors, skills, access, policies, and environmental conditions. Remember to ask “why?” and “but why?” Indicate which factors this intervention will address.</i>	
<b>8) Inputs:</b>	
<b>a) Proposed Funding Amount:</b>	<b>b) Amount and sources of other, non-HDHHS, funding to be used for this intervention:</b>
<b>c) List the staff who will be involved in the intervention (title, FTE and name, if known):</b>	<b>d) List the materials that will be used for this intervention (brochures, condoms, etc.):</b>
<b>e) List curriculums to be used:</b>	<b>f) List forms to be used with clients, such as screening forms, assessment forms, and individual prevention plan forms:</b>
<b>g) List any consultants who will play a role in the intervention, including their name, affiliation, and role:</b>	<b>h) List any other inputs:</b>

**9) Activities and Timeline:** List the activities that make up the intervention, including outreach/recruitment efforts and settings. Activities are the services that the intervention provides to accomplish its objectives, such as outreach, materials distribution, counseling sessions, and workshops. Be specific about the format of each activity (i.e. small group sessions, one-on-one counseling sessions, outreach/recruitment, etc.). For each activity, also list implementation steps, staff person(s) responsible, start date, and expected finish date. Include plans for appropriate staff trainings in the Implementation Steps. **ADD MORE ACTIVITIES AND/OR IMPLEMENTATION STEPS AS NEEDED.**

**Activity A:**

Implementation Steps	Staff person(s) responsible	Start Date (mm/dd/yy)	Expected Finish Date (mm/dd/yy)	Progress to Date COMPLETE THIS COLUMN QUARTERLY AND RETURN WITH QUARTERLY REPORT
A.1				
A.2				
A.3				
A.4				

**Activity B:**

Implementation Steps	Staff person(s) responsible	Start Date (mm/dd/yy)	Expected Finish Date (mm/dd/yy)	Progress to Date COMPLETE THIS COLUMN QUARTERLY AND RETURN WITH QUARTERLY REPORT
B.1				
B.2				
B.3				
B.4				

**Activity C:**

Implementation Steps	Staff person(s) responsible	Start Date (mm/dd/yy)	Expected Finish Date (mm/dd/yy)	Progress to Date COMPLETE THIS COLUMN QUARTERLY AND RETURN WITH QUARTERLY REPORT
C.1				
C.2				
C.3				
C.4				

<b>Activity D:</b>				
<b>Implementation Steps</b>	<b>Staff person(s) responsible</b>	<b>Start Date (mm/dd/yy)</b>	<b>Expected Finish Date (mm/dd/yy)</b>	<b>Progress to Date COMPLETE THIS COLUMN QUARTERLY AND RETURN WITH QUARTERLY REPORT</b>
D.1				
D.2				
D.3				
D.4				
<b>Activity E:</b>				
<b>Implementation Steps</b>	<b>Staff person(s) responsible</b>	<b>Start Date (mm/dd/yy)</b>	<b>Expected Finish Date (mm/dd/yy)</b>	<b>Progress to Date COMPLETE THIS COLUMN QUARTERLY AND RETURN WITH QUARTERLY REPORT</b>
E.1				
E.2				
E.3				
E.4				
<p><b>10) Outputs: List the direct products or deliverables of the intervention, including the number of sessions completed and people reached. Other outputs may include materials distributed. (Examples: Four (4) cycles of Six (6) GLI Sessions conducted, 40 MSM youth completed all sessions, 500 condoms distributed.)</b></p>				
<p><b>11) Process Objectives: Use the Outputs listed in #10 to write SMART (specific, measurable, appropriate, realistic and time-based) process objectives. At a minimum, process objectives must cover units to be provided and clients to be served. For each objective, list what data sources will be used to measure the extent to which each objective is being met.</b></p>				
<b>Process Objectives</b>			<b>Data Source(s)</b>	
<i>Example: Between January and December, 2007, provide CRCS to 65 heterosexual, young women, ages 18-24.</i>			<i>Example: Client charts.</i>	

<p><b>12) Immediate Outcomes:</b> List the immediate results of the intervention, such as changes in knowledge, attitudes, beliefs, and skills. <i>(Examples: Increased perception of HIV risk, increased condom use skills, increased condom use self-efficacy.)</i></p>	
<p><b>13) Intermediate Outcomes:</b> List the intervention results that occur some time after the intervention is completed, such as changes in behaviors, skills, access, and environmental conditions. <i>(Example: Increase condom use.)</i></p>	
<p><b>14) Impacts:</b> List the long-term results of one or more interventions over time, such as changes in HIV infection, morbidity, and mortality. <i>(Example: Decreased rates of HIV infection.)</i></p>	
<p><b>15) Outcome Objectives:</b> Use the Immediate and Intermediate Outcomes listed in #12 and #13 to write SMART (specific, measurable, appropriate, realistic and time-based) outcome objectives. Your outcome objectives should address what will change for the client as a result of the intervention. The objectives should describe the direction and amount of the change. For each objective, list what data sources will be used to measure the extent to which each objective is being met.</p>	
<p><b>Outcome Objectives</b></p> <p><i>Example: By the end of the five (5) session GLI, at least 80% of the participants will self-report at least a five (5) point increase in self-efficacy for safer sex with casual partners.</i></p>	<p><b>Data Source(s)</b></p> <p><i>Example: Self-efficacy scale on pre- and post-intervention surveys.</i></p>

## Form 7: Authorized Signatures

The following officers or employee(s) are duly authorized by the Board of Directors of *(Name of proposing agency)* \_\_\_\_\_ to carry out the performance contemplated by a contract with the City of Houston and is authorized to execute a contract 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**  
(Typed)

**Date**

---

**Board of Directors Chairperson**  
(Signed)

**Form 8: Lobbying Certification for Non-Profit Organizations**

**TITLE 26 U.S.C., SUBCHAPTER F  
EXEMPT ORGANIZATIONS – 501 (C)(3)**

Corporations and any community chest, fund, or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur competition (but only if no part of its activities involve the provision of the athletic facilities or equipment), or the prevention of cruelty to children or animals, no part of the net earnings of which insures to the benefit of any private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in subsection H), and which does not participate in, or intervene in (including the publishing or distributing of statements, and any political campaign on behalf of any candidate of public office).

Subsection 9 (H) deals with lobbies and lobbying.

I hereby certify that (*Name of proposing agency*) \_\_\_\_\_ is in compliance with the above statement of law.

---

**Board of Directors Chairperson**  
(Typed)

**Date**

---

**Board of Directors Chairperson**  
(Signed)

## **Form 9: Indemnification 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**

# Form 10: Minority, Women, Disadvantaged Business Enterprise Program Requirements

## CITY OF HOUSTON AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE MINORITY AND WOMEN BUSINESS ENTERPRISES

### **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 successful proposer status:**

- A. MWBE Participation Plan (Form MWBE-2) – List of proposed Subcontractors and Supplies.
- B. Executed Subcontract(s) or Letter(s) of intent for each MWBE Subcontractor and 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 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, TX 77002

### **III. MWBE Requirements:**

#### **A. Purpose**

To facilitate implementation of Chapter 15 Article V 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.

### C. Policy Elements

1. The Contractor agrees to ensure that Minority and Women Business Enterprises, as defined in Chapter 15 Article V of Houston Code of Ordinances, have 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 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 25%.

### 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. *Note: 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 subcontractor
  - 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.

**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 below in “MWBE Subcontract Terms”.
3. Prior to award, the successful Proposer 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, the Contractor shall:
  - a. Submit MWBE Quarterly Utilization Reports, attached herein, to the Affirmative Action Division.
  - b. Comply with Form-2 – MWBE Participation Plan, unless it has received approval from the Director of Affirmative Action to deviate therefrom. Approval will not be reasonably withheld.
  - c. 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.
  - d. Submit all disputes with MWBE Subcontractors/Suppliers that are unable to be resolved by the Affirmative Action Division to binding arbitration or set out in the city’s Affirmative Action and Contract Compliance Division, Minority/Women Business Enterprise (MWBE) Procedures.
  - e. 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 for any claims or liability arisen out of Contractor's failure to make such payments.

#### **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 women (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 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 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 resulting from such joint venture to be counted toward the MWBE goal.
3. Contractor may count toward its MWBE goal those MWBE Subcontractors/Suppliers a Commercially Acceptable Function.
  - a. **COMMERCIALLY ACCEPTABLE FUNCTION** means a discrete task, the responsibility for performance of which shall be discharge by 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 Action in 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

#### **I. Record 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 15<sup>th</sup> 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 Subcontractor/ Suppliers.
  - c. Appropriate Explanations of any changes or Replacements of MWBE Subcontractor/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.

###### **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 these procedure;
  - 5) whether the contractor or MWBE has materially misrepresented any applicable any applicable facts in any filing or communication to the director; and
  - 6) Whether any subsequent restricting 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 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

### **E. Hearing Procedures**

Proceedings before the director or hearing officer shall be conducted informally, provided that each party may be represented by counsel and may present evidence and cross-examine witness. 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 filling a written notice to appear with the Director no later than fifteen (15) days following the mailing of notice 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 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.

## MWBE SUBCONTRACT TERMS

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

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier or without the express written consent of the city of Houston’s Affirmative Action Director (‘the Director)
2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor. And (2) keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contract (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances. Along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this Contract on the advice of their counsel, and as evidenced by the signatures of the parties and their respective attorneys, and controversy between the parties to this Contract involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties. Be submitted to binding arbitration and such shall comply with and governed by the provisions of the Texas General Arbitration Act (ART. 224 et. Seq. V.A.T.S.- “The Act”). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration as set out above.
  - c. The parties shall select an arbitrator from a revolving list of certified arbitrators provided by the Director. If the parties are unable to agree on an arbitrator, each party may strike one name from the list and the first name immediately following the last strike shall be the one designated to hear the dispute. Each party shall deposit with the Director one half of the fee estimated by the arbitrator for all proceedings required.
  - d. The arbitrator shall have all powers set out under the act, and shall hear testimony, consider evidence and render a written decision within three (3) business days of submission of the dispute. As part of the decision, the arbitrator shall determine party or parties shall pay all or part of the arbitrator’s fee.
  - e. The decision of the arbitrator shall be final as provided in the Act, and upon payment of the arbitrator’s fees, the Director shall return that part of any party in excess of the amount the party was ordered to pay.

**CITY OF HOUSTON**  
**AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE**  
**GOOD FAITH EFFORTS**

“Good Faith Efforts” means those efforts required to be made and demonstrated by an apparently successful bidder or Proposer prior to award of a Contract (whether a goal Oriented Contract or a Regulated Contract) and at the conclusion of performance of the Contract in the event it has been unsuccessful in meeting the contract’s MWBE goal.

- A. Good Faith for non-MWBEs in construction, Procurement and Professional services shall mean at a minimum the following :
1. Delivery of written notice to the following:
    - a. All local certified MWBEs in the directory for the month prior to the month of the bid or proposal submission date and identified as performing work or services or providing commodities for all potential subcontracting or supply categories in the Contract; and
    - b. All minority and women focused associations identified in the directory for the month prior to the month of the bid or proposal submission date; and
    - c. All minority and women focused toward minority persons and women identified in the directory for the month prior to the month of the bid or proposal submission date; and
    - d. All MWBEs which requested information on the Contract.
  2. The written notices will contain:
    - a. Adequate information about plans, specifications, ands relevant terms and conditions of the Contact and about the work to be subcontracted or the goods to be obtain from Subcontractors and Suppliers;
    - b. A contact person within the apparent low bidder’s or Proposer’s office to answer questions;
    - c. Information as to the apparent low bidder’s or Proposer’s bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contract;
    - d. The last date for receipt by the bidder or Proposer of MWBE bids or price quotations.
  3. Attendance at any special pre-bid meeting called to inform MWBEs of subcontracting or supply opportunities, if set forth in the bidding or proposal documents.
  4. Division of the Contract as recommended by the department head of the initiating City department and in accordance with normal industry practice, into small, economically feasible segments that could be performed by MWBE.
  5. Providing an explanation for rejection to any MWBE whose bid or price quotation is rejected, unless another M|WBE is accepted for the same work, as follows:
    - a. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected MWBE;
    - b. Where price competitiveness is the reason for rejection, a meeting must be held, if requested, with the price-rejected will be sent to the rejected MWBE;

6. Providing an explanation for rejection of any MWBE to the Affirmative Action and Contract Compliance Division, unless another MWBE firm is accepted for the same work, including the name of the non-MWBE firm proposed to be awarded the subcontract or supply agreement, and if price competitiveness is the reason for rejection, the MWBE firm proposed to be awarded the subcontract or supply agreement, and if price competitiveness is the reason for rejection, the MWBE's price quotation and successful non-MWBE's quotation.
  - a. Good Faith efforts for MWBEs in construction, procurement and professional services shall mean at a minimum the following:
    1. Furnishing prompt written response to any written inquiry from the director or any employee of the Affirmative Action and Contract Compliance Division regarding the MWBE's performance or information germane to the MWBE's certification;
    2. Ensuring that all times during the performance of any contract or subcontract subject to the requirements of Chapter 1 of the code of Ordinances the MWBE is engaging in a commercially acceptable function as that term is defined herein;
    3. Ensuring that no application, response to a request for information, or other factual material submitted to the Director or any employee of the Affirmative Action and Contract Compliance Division contains any material misrepresentation; and
    4. Furnishing prompt responses to requests from the department administering the contract. The city Attorney and the City Controller for information, books and records needed to verify compliance.



**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 SUBCONTRACTO)

(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



**CITY OF HOUSTON**  
**Affirmative Action and Contract Compliance**  
**MWDBE Participation Plan**

CONTRACTOR \_\_\_\_\_

PROJECT NAME AND NUMBER \_\_\_\_\_

DATE OF PROPOSAL \_\_\_\_\_

For City Department Use Only:

Department: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Name of Minority/ Women/Disadvantaged Firm	Contact Person / Phone Number	Type of Work To be Performed	Agreed Price
<b>TOTAL</b>			

\$ \_\_\_\_\_  
 Total Contract Amount

\_\_\_\_\_ %  
 M/W/DBE Goal

\$ \_\_\_\_\_  
 M/W/DBE  
 Sub-Contract Amount

\_\_\_\_\_ %  
 M/W/DBE  
 Total Contract Amount

The undersigned will enter into a formal contract with minority, women and disadvantaged business enterprise service providers for work listed in this scheduled contingent upon being awarded the contract for the above referenced project. The Contract shall be bound by this plan unless a waiver is received for the Director of Affirmative Action.

Note: All Firms listed above must be currently certified by the City of Houston Affirmative Action and Contract Compliance Office to be counted toward the M/W/DBE participation goal.

Note 2: This scheduled of M/W/DBE participation must accompany the proposal for services, unless otherwise designated by the Project Administrator

Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

MWBE Liaison Officer \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_



## Form 11: Drug Detection and Deterrence

1. It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. By executing this Contract, contractor represents and certifies that it meets and shall comply with all requirements and procedures set forth in the Mayor's Policy Drug Detection and Deterrence. City Council Motion No 92-1971(Mayor's Policy) and the Mayor's Drug Detection and Deterrence Procedures for contractors, Executive Order No.' 1-131 ("Executive Order), both of which are on the Office of the City Secretary.
2. Confirming its compliance with the Mayor's Policy and executive Order, Contractor, as a condition precedent to city obligations under this contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT") prior to execution of this Contract by the city) a copy of its drug-free workplace policy; ii) the Drug Policy Compliance Agreement Substantially in the format set forth in Attachment "A" to the Executive Order, Together with a written Designation of all safety impact positions, and iii) if applicable( e.g. no safety impact positions), the certification of no Safety Impact positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact with its Drug Policy Compliance Agreement, It also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy compliance Declaration in form substantially similar to Attachment "B" to the Executive Order. The Drug Policy compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued on the first day Contractor begins work under this Contract.
3. Contract shall have the continuing obligation to file with the CCODT written designation of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
4. The failure of Contractor to comply with the above Sections shall be breach of this Contract entitling City to terminate in accordance with Article IV.

---

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

**Date**

# Form 12: Campaign Finance Ordinance

## NOTICE TO PROPOSERS/BIDDERS

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) 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, all partners of partnerships, and all officers, directors and holder of ten 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 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 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 \_\_\_\_\_

**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 \_\_\_\_\_  
Shareholder Address

Name \_\_\_\_\_  
Shareholder Address

Name \_\_\_\_\_  
Shareholder 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 Signature Title

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

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

**Form 13: Affidavit of Ownership or Control**

**INSTRUCTION:** Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name dba Assumed Name.

**STATE OF** \_\_\_\_\_ §  
\_\_\_\_\_ § **AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**COUNTY OF** \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereafter "Affiant"), \_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of \_\_\_\_\_ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER], which is expected to be in an amount that exceeds \$25,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY

**NON-PROFIT ENTITY:**

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

OTHER (Specify type in space below)


5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. **[Note: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.]**

**CONTRACTING ENTITY**

Name:	
<b>BUSINESS</b>	Street Address:
	City, State, and Zip Code:
	Telephone Number:
	Email Address (Optional):
<b>RESIDENCE</b>	Street Address:
	City, State, and Zip Code:
	Telephone Number:
	Email Address (Optional):

**5% OWNER(S) (IF NONE, STATE "NONE.")**

Name:	
<b>BUSINESS</b>	Street Address:
	City, State, and Zip Code:
	Telephone Number:
	Email Address (Optional):
<b>RESIDENCE</b>	Street Address:
	City, State, and Zip Code:
	Telephone Number:
	Email Address (Optional):

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_

[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against

\_\_\_\_\_ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

<b>Name of Debtor:</b>	
<b>Tax Account Numbers:</b>	
<b>Case or File Numbers:</b>	
<b>Attorney/Agent Name:</b>	
<b>Attorney/Agent Phone Number:</b>	
<b>Tax Years:</b>	
<b>Status of Appeal: [DESCRIBE]</b>	

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

\_\_\_\_\_  
Affiant

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

(Seal)

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

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

## Form 14: Equal Employment Opportunity (EEO) Certification

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 pr representative of workers, with which it has a collective bargaining agreement of other contractor understanding, a notice to be provided by the agency contracting officer advising the said labor union 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 inconspicuous 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, suppliers, or lessee.
6. In the event of the contractor's subcontractor's, vendor's suppliers, or lessee's noncompliance with the nondiscrimination 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 of 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 directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

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**Executive Director or Authorized Agent**

---

**Date**

## **Form 15: Performance Standards and Sanctions**

Contractor and City agree that the HIV services should be provided in an effective and efficient manner to ensure that HIV services are provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards that must be met by the Contractor. Contractor shall meet the performance standards set forth by the City. Contractor agrees that if it fails to meet the standards set forth, the City will suffer harm. Therefore, the Contractor agrees to the following performance standards and sanctions should the performance standards not be met. The performance standards are designed to recognize Contractors who have demonstrated exceptional performance, as well as to take action on Contractors who have failed to comply with the standards as set forth.

### **Definitions**

*Acceptable Corrective Plan* – Identification of actions to be taken, including a timeline, that are acceptable to the City to correct an identified issue of contractual or legal non-compliance.

*Level-One Sanction* - The sanction that the City may impose as a response to a contractual breach and/or failure to comply with reporting requirements.

*Level-Two Sanction* – The sanction that the City may impose as a response to a severe problem and the potential negative impact such a problem may have on a Contractor’s service area.

*Level-Three Sanction* – The sanction that the City may impose where a severe and/or continued failure to comply with contractual requirements, state and/or federal laws may affect service delivery and/or Contractor financial stability.

*Level-Four Sanction* - The sanction that the City may impose where a severe and/or continued failure to comply with contractual requirements, state and/or federal laws continues to go uncorrected.

### **Violations Subject to Level-One Sanctions:**

- (1) Failure to submit a required report (including, but not limited to, monthly demographics, monthly invoices and quarterly reports) by the due date or approved extension;
- (2) Failure to submit required reports (including, but not limited to, monthly demographics, monthly invoices and quarterly reports) accurately and completely, if identified by the City (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;
- (3) Failure, on the third occurrence, to submit required reports (including, but not limited to, monthly demographics, monthly invoices and quarterly reports) accurately and completely, if identified by the City, whether or not a violation notice was previously issued;
- (4) Failure to submit a timely and acceptable corrective action plan for findings of program and fiscal monitoring with 45 days; and/or
- (5) Failure to submit and maintain an accurate certificate of insurance as required by the contract.

**Level-One Sanctions may result in one or more of the following actions:**

- (1) Require the development, submission, and implementation of an acceptable corrective action plan to address identified weaknesses and/or non-compliance;
- (2) Submission of additional and/or more detailed financial and/or performance reports;
- (3) Designation as a high-risk contractor requiring additional monitoring visits; and/or
- (4) Repayment of disallowed costs.

**Violations Subject to Level-Two Sanctions:**

- (1) Failure to rectify any level-one sanction within the timeframe established for corrective action;
- (2) Failure to timely complete corrective actions provided in any corrective action plan;
- (3) Failure to timely submit a single Audit, in accordance with OMB Circular A-133, to the City;
- (4) Commits a second violation within six months of an earlier violation; and/or
- (5) Failure to be prepared for on-site monitoring of contract.

**Level-Two Sanctions may result in one or more of the following actions:**

- (1) Imposition of one or more level-one sanction(s);
- (2) Prohibit participation in receiving additional discretionary funds, subject to contract cap availability, that may be received by the City from any of its funding sources;
- (3) Provision of appropriate technical assistance; and/or
- (4) Repayment of disallowed costs.

**Violations Subject to Level-Three Sanctions:**

- (1) Failure to rectify any level-one sanction within 45 days following the timeframe established for corrective action;
- (2) Failure to rectify any level-two sanction within the timeframe established for corrective action; and/or
- (3) Commits three or more level-one violations or two or more level-two violations within the same fiscal year;

**Level-Three Sanctions may result in one or more of the following actions:**

- (1) Imposition of one or more level-one sanction(s);
- (2) Imposition of two or more level-two sanction(s);
- (3) Prohibit or limit provision of direct services by contractor; and/or
- (4) Repayment of disallowed costs.

**Violations Subject to Level-Four Sanctions:**

- (1) Failure to rectify any level-one sanction within 90 days following the time frame established for corrective action;
- (2) Failure to rectify any level-two sanctions within 45 days following the time frame established for corrective action; and/or
- (3) Failure to rectify any level-three sanctions within the timeframe established for corrective action.

**Level-Four Sanctions may result in one or more of the following actions:**

- (1) Imposition of one or more level-one sanction(s);
- (2) Imposition of one or more level-two sanction(s);
- (3) Imposition of one or more level-three sanction(s);
- (4) Repayment of disallowed costs; and/or
- (5) Recommend cancellation of contract.

\_\_\_\_\_  
Signed (Executive Director or Authorized Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed (Executive Director or Authorized Representative)

## Form 16: Documentation, Reporting, And Evaluation Acknowledgement

An outcome-monitoring plan has been developed to assess the effectiveness of HIV prevention programs throughout Houston in changing the knowledge, attitudes, beliefs, and behavior of clients being served. The plan is designed to provide information for prevention contractors, HDHHS staff, and CPG members in determining the effectiveness of prevention programs and assessing the met and unmet needs of populations being served. Each contract year, interventions will be selected for outcome monitoring by HDHHS staff, HDHHS consultants, and CPG members. All HIV prevention Contractors, if selected during the contract period, are required to participate in the following monitoring activity:

- A. Work with HDHHS staff and consultants in developing a taxonomy that describes the major components of each intervention. The taxonomy will include
  - a description of the target population,
  - risk behaviors and behavioral determinants targeted by the intervention,
  - health promoting behaviors and behavioral factors that should change,
  - intervention methods and strategies to be implemented, and
  - process and outcome objectives of the intervention.
- B. Work with HDHHS staff and HDHHS consultants in developing a survey appropriate to the intervention or service provided to assess change in the behavioral factors and behaviors being targeted by the interventions. HDHHS staff and consultants, with the input of prevention contractors, will develop the survey questions to assess pre-post change in the targeted behavioral factors and behaviors. Contractors will meet with HDHHS staff and consultants to determine the appropriateness of survey questions for clients.
- C. Work with HDHHS staff and consultants to administer the questionnaire on a pre-post basis to a sample of clients receiving the intervention. A protocol for survey administration addressing client confidentiality, incentives, and detailed procedures will be developed by HDHHS staff and consultants along with input of the prevention contractors. Contractors will meet with HDHHS staff and consultants to determine the appropriateness of the protocol, receive training, and will implement the pre and post test surveys for a specified amount of time during the contract period.
- D. Work with HDHHS staff and consultants in outcomes reporting and improvement planning. Survey data will be analyzed and reports prepared by HDHHS staff and consultants. Contractors will review reports and work with HDHHS staff and consultants in preparing a plan for program improvements.
- E. Comply with the reporting requirements outlined under each intervention.

The signature below affirms the intent of this organization to comply with the documentation and reporting requirements of the Houston Department of Health and Human Services Bureau of HIV/STD Prevention.

\_\_\_\_\_  
Signed (Executive Director or Authorized Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed (Executive Director or Authorized Representative)

## **Form 17: 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 whom 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.

**Indicate below 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	Vendor Id Number/Federal Tax Id Number
Printed Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative	Date

## **Form 18: Conflict of Interest Questionnaire**

Texas House Bill 914, codified as Chapter 176 of the Local Government Code, requires vendors and consultants contracting or seeking to do business with the City of Houston to file a conflict of interest questionnaire (CIQ). The required questionnaire is located at the Texas Ethics Commission website accessible at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). Download and complete a CIQ to be submitted with your proposal.

Specifically, every Vendor or Contractor of the City of Houston is required to file a CIQ with the City Secretary of the City of Houston by the 7<sup>th</sup> business day after:

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

The CIQ must be completed and filed with your proposal. Proposers that do not include the CIQ with their proposal may be disqualified from consideration by the City of Houston, Department of Health and Human Services, Bureau of HIV/STD Prevention.

**Form 19: Identification of Consultants and/or Volunteers**

List below all consultants and/or volunteers involved with the preparation of this proposal.  
Please indicate if the person is a consultant or volunteer.

(Type "None" if not applicable)

**THIS FORM MUST BE SUBMITTED WITH ALL PROPOSALS.**

Name	Please check one:	
	Consultant	Volunteer
1.	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>

## Form 20: Letter of Intent to Enter into a Memorandum of Understanding

**TO:**

Name of Proposing Agency
Address of Proposing Agency
City, State and Zip of Proposing Agency

**FROM:**

Name of Collaborating Agency
Address of Collaborating Agency
City, State and Zip of Collaborating Agency

**Pending award of funding for proposal submitted in response to “RFP for HIV/STD Prevention Services”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:**

- 1.
- 2.
- 3.
- 4.
- 5.

I understand that this information may be verified by the City of Houston, Department of Health and Human Services, Bureau of HIV/STD Prevention.

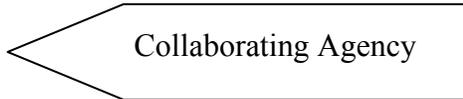
Authorized Signatory of Proposing Agency	Title	Date
Authorized Signatory of Collaborating Agency	Title	Date

**Form 20A: Letter of Intent to Enter into a Memorandum of Understanding  
(Sample)**

**TO:** Language Services R Us  
555 W. South Street  
Houston, TX 77000



**FROM:** HIV Prevention, Inc.  
777 E. 32<sup>nd</sup> Street  
Houston, TX 77000



<b>Pending award of funding for proposal submitted in response to “RFP for HIV/STD Prevention Services”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:</b>
1. Refer 20 clients accessing our HIV/AIDS primary care service each month to Language Services R Us for language services needed to facilitate access to HIV/AIDS services.
2. Will promote the availability of services to clients by placing posters in the waiting room.
3. Etc.
4. Etc.
5. Etc.

I understand that this information may be verified by the City of Houston, Department of Health and Human Services, Bureau of HIV/STD Prevention.

	Executive Director	09/06/2006
Authorized Signatory of Proposing Agency	Title	Date
	Chief Executive Officer	09/08/2006
Authorized Signatory of Collaborating Agency	Title	Date

## Form 21: Bilateral Service Agreement

**TO:**

Name of Proposing Agency
Address of Proposing Agency
City, State and Zip of Proposing Agency

**FROM:**

Name of Collaborating Agency
Address of Collaborating Agency
City, State and Zip of Collaborating Agency

**Pending award of funding for proposal submitted in response to “RFP for HIV/STD Prevention Services”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:**

Proposing Agency:

1.

2.

Collaborating Agency:

1.

2.

I understand that this information may be verified by the City of Houston, Department of Health and Human Services, Bureau of HIV/STD Prevention.

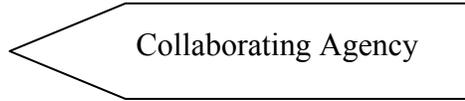
Authorized Signatory of Proposing Agency	Title	Date
Authorized Signatory of Collaborating Agency	Title	Date

## Form 21A: Bilateral Service Agreement (Sample)

**TO:** HIV/AIDS Service Provider  
555 W. South Street  
Houston, TX 77000



**FROM:** HIV Prevention, Inc.  
777 E. 32<sup>nd</sup> Street  
Houston, TX 77000



**Pending award of funding for proposal submitted in response to “RFP for HIV/STD Prevention Services”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:**

Proposing Agency:

1. Will provide comprehensive risk counseling services for 20 clients per month referred by HIV Prevention, Inc clients.

2. Etc.

Collaborating Agency:

1. Refer 20 clients accessing our prevention services each month to HIV/AIDS Service Provider for comprehensive risk counseling services.

2. Will promote the availability of services to clients by placing posters in the waiting room.

I understand that this information may be verified by the City of Houston, Department of Health and Human Services, Bureau of HIV/STD Prevention.

	Executive Director	09/06/2006
Authorized Signatory of Proposing Agency	Title	Date
	Chief Executive Officer	09/08/2006
Authorized Signatory of Collaborating Agency	Title	Date

**Form 22: Services Funding**

Provide a list of all HIV-related funding received. Include the funding source, amount, and term (in fiscal years) for all HIV/AIDS prevention services provided during the last three years and for all HIV-related care services provided. Use additional pages if necessary.

<b>HIV/AIDS PREVENTION SERVICES (include all for the last three years)</b>			
<b>Funding Source</b>	<b>Service</b>	<b>Amount</b>	<b>Term</b>

<b>HIV-RELATED CARE SERVICES (include all for the last three years)</b>			
<b>Funding Source</b>	<b>Service</b>	<b>Amount</b>	<b>Term</b>

## Form 23: Prospective Contractor References

List Five (5) References where the same or similar scope of services was provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>

## Form 24: Prospective Contractor Public Entity Reference List

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. This information will be used to verify past performance. This list may include references from Form 23.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract Number</b>	<b># of Years/Term of Contract</b>	<b>Type of Service</b>		<b>Dollar Amount</b>