



CITY OF HOUSTON INVITATION TO BID

Issued: September 18, 2020

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, October 15, 2020**. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

SUMMER FOOD SERVICE PROGRAM (SFSP) FOR HOUSTON PARKS AND RECREATION DEPARTMENT

BID INVITATION NO.: S74-L29652

NIGP CODE: 961-38, 962-40 ,952-30, 952-18 MWBE GOAL 11%

BUYER

Questions regarding this solicitation document should be addressed to Elnora Smith at **832.393.0209**, or e-mail to **Elnora.Smith@houstontx.gov**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A Microsoft Teams Pre-Bid Conference Meeting will be held for all Prospective Bidders at **10:30 a.m. on Tuesday, September 29, 2020**. The meeting conference number is +1 936-755-1521 and the Conference ID is 573 186 123#.

All Prospective Bidders are urged to participate. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Microsoft Teams Pre-Bid Conference Meeting. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Microsoft Pre-Bid Conference Meeting will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders.

The place of the bid opening may be transferred and the date and time of the bid opening may be rescheduled in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

***CONTENTS:**

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, Table 1, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**SUMMER FOOD SERVICE PROGRAM
FOR HOUSTON PARKS AND RECREATION DEPARTMENT
BID INVITATION NO.: S74-L29652
NIGP CODE: 961-38, 962-40, 952-30, 952-18**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for the Summer Food Service Program for a one-year period with four (4) one-year option periods to extend for Houston Parks and Recreation Department,**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, the City shall request the recommended Bidder to submit to the City the completed forms from Section A, Table 2. The recommended Bidder shall submit to the City the completed forms on or before the tenth (10th) day following the day the recommended Bidder receives the request from the City.

The City reserves the right to cancel this ITB, accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide the **Summer Food Service Program** for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.html>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Ownership Information Form
Conflict of Interest Questionnaire.doc
M/WBE Documents
References Form
Resolution of Contractor (on company letterhead)
Debarment and Suspension Certification (Exhibit H)
Byrd Anti-Lobbying Certification (Exhibit I)

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Performance Bond
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted by e-mail to ***Elnora.Smith@houstontx.gov*** no later than **2:00 p.m., Thursday, October 1, 2020.**

BID DISQUALIFICATION

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

SITE INSPECTION

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

PROTESTS

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) http://www.houstontx.gov/policies/administrative_policies.html

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of bidder's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 11% of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaihefforts.pdf>, and shall comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by OBO.

ANTI-BOYCOTT OF ISRAEL

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION B SCOPE OF WORK/SPECIFICATIONS

I BACKGROUND

The Summer Food Service Program (SFSP), is a State/Federally funded lunch (cold meals) program for underprivileged children scheduled annually during the summer months. "The program will provide a nutritional lunch and supplement to approximately 8,000 children daily at approximately 350 sites within the City of Houston (City).

II SCOPE OF WORK

1.0 CONTRACTOR

- 1.1 During the initial two-week period of each summer program, the Contractor must have someone on call during the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday to resolve any operational problems and accept emergency requirements.
- 1.2 The Contractor must be registered with the Texas Department of Human Services; must be certified by the City of Houston's Health & Human Services Department and must show proof of Contractor's Certifications(s). Contractor's shall supply copy(s) at time of bid submittal.
 - 1.2.1 Contractor shall provide the City with a list of all violations within the last five (5) years by the City's Health Department and/or Governmental agencies
 - 1.2.2 Contractor shall provide the City with their corrective action plan(s) for each violation(s) with their bid package.
- 1.3 The Contractor must maintain a commissary within the Greater Houston Metropolitan Area, staffed with qualified service personnel, and have adequate stock of supplies necessary to handle the service portion of this Contract. No omission in these specifications shall be construed as relieving the Contractor of its responsibility to perform work in accordance with sound food handling practices.
- 1.4 The Contractor's plant facilities must be adequate for food preparation with approved license certification certifying that the facilities meet all applicable State and local health, safety and sanitation regulations/standards.
- 1.5 Security Requirements
 - 1.5.1 All Contractor personnel assigned to this Contract shall be required to wear a uniform identifying the Company and name of the employee. Shirts, safety shoes, protective eyewear and head gear shall be required and furnished by the Contractor. When seasonal clothing is required, uniforms shall have the Contractor's name clearly displayed on the front of the shirt and seasonal outerwear.
 - 1.5.2 The Parks and Recreation Department requires that all Contractor personnel pass the background check for badging. Upon the completion of the background check, all Contractors' employees and sub-contractors shall be required to obtain a City of Houston Contractors Badge from the General Services Department's Security Office located at 611 Walker Street, Houston, TX. Time and scheduled hours shall be provided. The fees for badging shall be a Contractor's cost.

- 1.5.3 All Contractor personnel and subcontractors must be a U.S. Citizen or have a legal work permit. Each person must also present a valid unexpired U.S. state driver's license or photo identification card. A U.S. issued resident alien card, with photo, passport, or other U.S. state or U.S. federal photo documentation is acceptable to present for identification purposes. It is the responsibility of the Contractor to immediately inform the City of any personnel changes.
- 1.5.4 The Contractor shall agree to completion of the City's Disclosure and Consent for Release of Information and any other documentation necessary to complete criminal background checks.
- 1.5.5 The Contract's vehicles and/or leased vehicle(s) shall display company Logo/Decals.

2.0 DATA RELEVANT TO SERVICES IS AS FOLLOWS:

- 2.1. Approximately 8,000 children will participate in the program each summer period.
- 2.2 The meal program may begin June 1, 2020 and may continue through August 14, 2020. For each term period after 2020, the meal program shall begin and end on dates as may be set by the Director and/or his/her designee and provided in writing to the Contractor.
- 2.3 Saturday and Special Events shall be available as requested with in a 10-day written and/or electronically (email) by Designee.
- 2.4 The entire program will operate at approximately 200 to 350 sites throughout the City of Houston. The Contractor shall provide services to the sites set forth herein (**ATTACHMENT B-1**). The number and location of sites will vary with minor adjustments.
- 2.5 The Contractor shall be required to furnish and operate fifteen (15) refrigerated trucks (minimum) in order to service the 200 to 350 feeding sites. It is estimated that one (1) refrigerated truck shall be capable of servicing 15 sites per day.
- 2.6 The Contractor shall submit prior to award all company vehicles that are in vendor's inventory and vehicle(s) that will be leased. This will include the type of refrigerated truck(s) that will be leased.
- 2.7 Fruit must be different from the juice served the same day.

3.0 LUNCHES

- 3.1 Each individual lunch shall be sanitarly packed as a single unit. Each lunch must be separate to insure proper distribution to program participants.
- 3.2 All sandwiches shall be individually machine wrapped and heat-sealed with the minimum amount of air around food product in an impermeable wrapper that provides ultra-violet light protection. The wrapper shall be of the design to minimize air volume and air space, as well as product discoloration of meat products.
- 3.3 Pre-Approved packaging for the unitized lunch shall be:
 - a. Individual boxed with closeable lids that can be resealed, or

- b. Fiber or recyclable plastic containers over-wrapped and sealed to prevent crushing of food in the containers, or
- c. Lunch packs. **

****No paper lunch bags or individual plastic sandwich zip lock bags shall be accepted.**

- 3.4 Prior to delivery of meals the internal temperature of cold meals shall be at 41°F (05°C) or below. Prior to delivery of hot meals, the internal temperature shall be at 135°F (57°C) or above.
- 3.5 The Contractor shall meet with program administrators to report the number of lunches and supplements delivered, served, and disallowed during the previous week.
- 3.6 All lunches shall be prepared fresh within 24 hours of delivery and delivered in refrigerated trucks. Other methods used for delivery and care of storage of food products prior to serving not mentioned above must be approved by the Director before their use. No "wet ice" will be accepted under this program due to its cross-moisture contamination properties to food products and their containers.
- 3.7 All foods shall be of top quality, fresh and prepared in an environmentally controlled sanitary setting in order to maintain optimum freshness at the time of packaging and to minimize/reduce bacteria exposure caused by airborne particles.
- 3.8 Condiments shall be of the individually serving type packages that are sealed by the Manufacturer's authorized packaging company, i.e. ketchup, mustard, mayonnaise, salad dressing, relish, napkin and utensils. No condiments will be allowed if packaged otherwise. Each lunch served shall come with condiments.
- 3.9 Shelf life of all products served shall be at a minimum of 1/3 less the number of days listed on the packaging as an expiration date, i.e.; milk, cheese, bread and condiments. Shelf life shall be the manufacturer's stated shelf life.
- 3.10 Bread classified as day old or past expiration date is not acceptable and shall not be provided. **Meals(s) served in which the bread is considered aged, stale, hard, or too moist by the site coordinator will not be accepted.**
- 3.11 The Director or his/her designee reserves the right to decrease or re-schedule lunches and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.
- 3.12 Lunch packs shall be packaged in 3 or 4 (part) compartmentalized containers with an impermeable sealed plastic film cover with each compartment being individually sealed. The impermeable sealed compartmentalized containers defined based on normal handling, to ensure freshness, prevent cross contamination/binding of the products stored within, and capable of allowing for at least one-day storage. Individual compartments are for meats, cheeses, crackers, and sauces are required. Lunch packs unsealed, or seals showing signs of being punctured and/or torn at time of delivery will not be accepted.
- 3.13 Sandwiches, wraps and corn dogs shall be individually machine heat-sealed. Corn dogs must not have sticks in them, nor will sticks be provided due to choking hazard if swallowed by small child.

- 3.14 Raisins and nuts must be provided in individually sealed serving boxes and or bags, which is normally associated with the growers/manufacturer's packaging representatives (meals served with loose raisins or nuts will not be accepted). This requirement is to prevent cross contamination of the products which may need to be pulled due to a child's allergy condition.
- 3.15 Fruit cups and sauce containers shall be individual vacuum-sealed containers and must be of the type normally associated with growers/manufacturer's packaging representatives. No individual serving containers with snap closure lids will be accepted.
- 3.16 Lunches shall be screened and subject to testing by the Director and/or his/her designee during the initial contract term and any renewal term(s).
- 3.17 **SNACK PACK – REPLACEMENT FOR LUNCH SERVICING:**
Shall be approved prior to any delivery to the service sites. Vendor shall not deliver any snack pack without written approval and/or electronic communication by HPARD Designee(s) of program.

4.0 SUPPLEMENTS (SNACKS)

- 4.1 Contractor must also provide approximately 8,000 supplements per day.
- 4.2 Supplements shall consist of one juice in carton with a straw and one snack per the 12-day Sample Menu (**ATTACHMENT B-2**).
- 4.3 Supplements shall be delivered to each site.
- 4.4 Supplements must be single serving packages delivered in bulk case form.
- 4.5 No substitute for juice with a fruit, meal shall have a fruit and juice component.
 - 4.5.1 Supplement(s) shall consist of 3 Items per the following:
 - 4.5.1.1 A juice
 - 4.5.1.2 A grain
 - 4.5.1.3 A fruit and/or veggie

5.0 DELIVERIES

- 5.1 All deliveries must be made between 8:00 a.m. and 12:00 noon each day (Monday through Friday), with exceptions of Saturday(s) and Special Event(s). In the event of an unforeseen emergency circumstance, the Contractor shall make contact by telephone 1) the impossibility of on-time delivery and 2) circumstances precluding delivery. The Coordinator has the authority to approve an extra 15-minute delivery time provided the lunches are delivered, distributed and completed within the scheduled time.
- 5.2 The Director or his/her designee will order lunches and supplements daily (Monday through Friday) by 4:30 p.m. Orders will include breakdown totals for each site.
- 5.3 The Director or his/his designee reserves the right to decrease or re-schedule lunches and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.

5.4 All delivery documents shall contain a minimum of two (2) part form(s), typed or printed legibly. Xerox copies will not be accepted. All deliveries shall have signature(s) of both HPARD Designee and the Contractor(s) delivery Technician/Driver before leaving each site(s). The Contractor shall not be paid for any deliveries where a signature(s) is not obtained from both.

5.5 Adequacy of trucks and their refrigeration ability to maintain meals at the required temperature. If trucks are to be leased, the Bidder(s) shall identify the leasing company and type of refrigeration truck that will be leased.

6.0 MEAL SCHEDULE

6.1 The Contractor shall obtain meal orders daily by accessing the Department's network. The Contractor's connectivity requirements consist of a PC and a modem running Windows 10 or equivalent software to be installed. This software is locally developed application(s) specifically for the SFSP. Training will be done in house with vendor's personnel. The Contractor shall have its own software program to manipulate the data provided in the text file. The data will change daily and must be retrieved within a given time period that will be designated by the Director. No orders will be provided by email, fax, or a hard copy paper system, unless otherwise directed in writing from Designee.

6.2 The Contractor shall process ordered lunches and supplements daily for next scheduled delivery date (Monday through Friday) by 4:30p.m. Orders shall include breakdown totals for each site.

6.3 Upon receipt of the Notice-to-Proceed to begin performance on this contract, the Contractor shall be responsible for sending one individual to training with a computer service representative from the City of Houston Parks & Recreation Department's Information Technology Section. This individual will be trained by a city employee to retrieve Daily Meal orders via the Parks & Recreation Department's software application(s). It shall be the Contractor's responsibility to subsequently train any other Contractor personnel. The City of Houston Parks and Recreation Department shall only be responsible for the training of one Contractor employee.

7.0 STANDARDS

7.1 The Contractor shall make the City representative(s) satisfaction a priority in providing services under this Agreement. The Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. The Contractor's employees must be clean, courteous, neat and efficient in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's and/or his /her designee discretion, Contractor is not interacting in a positive and polite manner with citizens, the Director may terminate this Agreement without further notice. The Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

7.2 The awarded vendor shall furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas, prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

7.3 The awarded vendor shall furnish a copy(s) of confirmation and/or certification of the following documentation:

7.3.1 State of Texas Form 1295 – Completed online and copy submitted along with above https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 7.3.2 State of Texas Form CIQ – Conflict of Interest
<https://www.ethics.state.tx.us/forms/conflict/>
- 7.3.3 State of Texas Form 1628
<https://hhs.texas.gov/laws-regulations/forms/1000-1999/form-1628-attendant-care-reimbursement-request-rate-exception>
- 7.3.4 U.S. Department of Agriculture Form AD-1048 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered
<https://www.ocio.usda.gov/document/ad-1048>
- 7.3.5 U.S. Department of Agriculture Form – Certification Regarding Lobbying – Standard Form
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5413566.pdf

7.4 The Contractor must comply with all provisions for this ITB as stated by the State of Texas, United States Department of Agriculture and outlined under the most recently updated Summer Food Service Program information. The Contractor must research and stay up-to-date regarding all terms, forms and meal pattern requirements, specifications and conditions found at the following website:

7.4.1 NUTRITION GUIDE and PROGRAM DETAILS:

- 7.4.1.1 https://fns-prod.azureedge.net/sites/default/files/resource-files/USDA_SFSP_NutritionGuide.pdf
- 7.4.1.2 <https://www.fns.usda.gov/sfsp/program-operator>

7.5 The First Day (**ATTACHMENT “B-3”**)

8.0 PACKAGING

- 8.1 Each individual lunch shall be sanitarilly packed as a single unit. Each lunch must be separate to insure proper distribution to program participants.
- 8.2 All Sandwiches shall be individually vacuum packaged (removal of air around food product and sealing the sandwich in an impermeable package) to insure proper sanitation, freshness and waterproofness.
- 8.3 All vacuum packaged foods shall be top quality, fresh and prepared in a sanitary method in order to reach optimum freshness.
- 8.4 Packaging will be evaluated on a comparative basis, using the State's requirements and the specifications in the ITB and walk through facility by the City prior to award.

9.0 SITE INSPECTIONS

- 9.1 A site inspection shall be performed prior to award of a contract where the food supporting this program will be prepared and packaged. The inspection will be conducted by the City's Health Department and/or Governmental agencies.
- 9.2 The Contractor shall have adequate facilities, equipment and its staff to produce the required volume of meals and supplements as listed in the bid package.

- 9.3 Any Local, State, County and Governmental agency reserve the right to inspect the Contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- 9.4 The Contractor shall provide for meals that it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards that are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of these inspections shall be submitted to the Institution and to the State agency.

10.0 MEAL PREPARATION

- 10.1 Packaging will be evaluated on a comparative basis, using the State's requirements and the specifications in the ITB as a standard. The evaluation will be done at time of walk through prior to the awarding of ITB.
- 10.2 All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
- 10.3 Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk...". Milk delivered hereunder shall conform to these specifications.

11.0 SAFETY

- 11.1 Within thirty (30) days after receipt of the Notice to Proceed (NTP), the Contractor shall submit an emergency procedures plan for the Department's approval. This plan shall contain procedures in advance for all foreseeable emergency situations including but not limited to, customer safety, personal injuries, sickness, rowdiness, vandalism, intoxication, fire smoke, power outage, etc.
- 11.2 The Contractor shall immediately report all accidents and safety incidents by telephone and/or E-mail to the Designee. In addition, the Contractor shall report all accidents and safety incidents in writing to the Department within four (4) hours of constructive knowledge of said accidents or incidents arising out of or in connection with the services hereunder, which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused, the same shall be reported immediately by telephone to the Designee.
- 11.3 The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-up action to minimize reoccurrence of the accident or incident. The Contractor shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.
- 11.4 The Contractor shall meet all OSHA requirements for safety equipment.
- 11.5 The Contractor shall conduct monthly safety meetings with staff and provide documentation to the Designee.

12.0 TOOLS AND EQUIPMENT

- 12.1 The Contractor shall provide, at its own expense, all power tools, machines and equipment necessary to perform work as specified. All equipment must be maintained in first class condition to ensure safe and effective performance.

13.0 WORKMANSHIP

13.1 All work shall be performed in a professional manner and in accordance with the specifications.

14.0 INVOICE - RECONCILIATION PROCESS

14.1 Weekly reconciliation spreadsheet with daily delivery numbers and a monthly spreadsheet tabulating each week's total delivery to be e-mailed out by the Designee representative to the designated vendor representative with signing privileges.

14.2 The reconciliation is to be filled in and signed by both Designee and vendor representative after the representatives agree upon daily/weekly/monthly delivery numbers and any credits/debits necessary.

14.3 Once reconciliation reports are completed and the agreed upon total signed off on the vendor will receive a copy of a vendor letter detailing invoice details received and reconciliation credits/debits, if necessary, and final agreed upon reconciliation total.

14.4 Designee and vendor representative will sign the vendor letter.

14.5 Once the invoice has been received from the vendor, reconciliation report(s) and vendor letter signed off on by both Designee and vendor representative all items will be e-mailed for payment to vendor, HPARD accounts payable and accounting.

15.0 METHOD OF PAYMENT

15.1 For and in consideration of the services to be performed under this contract, the City agrees to pay the Contractor; the Contractor agrees to accept the proposed pricing in accordance with this Contract as full compensation for all work performed during invoiced period.

15.2 An Original invoice plus one (1) copy will be submitted for payment on a weekly basis to the Parks and Recreation Department – Accounts Payable Office @ 2999 S. Wayside, Houston Texas 77023.

15.3 To receive payment, the Contractor must submit original invoice and (1) copy as requested with supporting documentation on services performed. Invoice must display the Contract, and Service Release Order (SRO) numbers on all invoices submitted. If the Contractor has previously been paid for services that have been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, the Parks and Recreation Department will provide the Contractor a written explanation for such adjustments.

Original invoice must be submitted to:

**City of Houston Parks and Recreation
Department
2999 S. Wayside Dr, Gragg
Administration Building
Houston, Texas 77023
Attention: Accounts Payable**

Copy of Invoice shall be mailed to:

City of Houston Parks and Recreation Department
Selena Quintanilla Perez/Denver Harbor Multi-Service Community Center
6402 Market St. – Summer Food Service Program
Houston, Texas 77020
Attention: Project Manager - Rummeka Allen (Administrative Coordinator)

16.0 PRICING REIMBURSEMENT LIMITATION FOR PROGRAM

- 16.1 The changes in the “Federal Register Notices” of the reimbursement rates for the optional SFSP years and the cost of living index published are the basis for changes in Contractor’s prices. TDA outlines the “fixed” reimbursement rate for subsequent years for the overall program and eliminates unexpected budget shortfalls to aid the SFSP in planning and cost management. To guarantee the availability of necessary administrative funds for the program, the City of Houston (COH) retains at a minimum 30% of individual meal/snack rates for its operations. The Contractor can request adjustments to its individual meal/snack price up to 70% of the total value of the reimbursement rate established by TDA.

17.0 ALLOCATIONS SUPPORTING THIS PROGRAM

- 17.1 The City’s duty to pay money to Contractor under the Summer Food Service Program is limited in its entirety by the provisions of this section.
- 17.2 This Program is limited through the State Funding and shall be authorized at the time the State of Texas Department of Agriculture approves said funding and City Council approves the assignment of the contract. At no time is the vendor awarded a contract under this program authorized to exceed the awarded amount. If the Contractor exceeds the awarded amount, it shall be deemed by the State of Texas and the City of Houston that the services provided under the program is gratuitously provided by the Contractor.
- 17.3 This is a multi-year contract which will consist of an initial one (1) year contract with four (4) one-year options to renew annually, for a maximum five-year contract term to support the City’s SFSPS. If after the initial term of the contract the Director authorizes the extension of this Contract under the option provision, Service Release Order/Purchase Order shall be authorized at the time the Texas Department of Agriculture approves said funding, and the City Council authorizes the increase of the State’s approved funding to the Contract.
- 17.4 Notwithstanding any other provisions of this contract, the City’s obligation to pay money to the Contractor under this contract shall not exceed the amount, which the City receives in Federal funds to pay for the cost of food under this contract. In addition, the City shall have no obligation to pay the Contractor until such time as Federal Funds have been received by the City to pay for the food cost incurred under this contract
- 17.5 Any payment(s) made to the Contractor which are determined to be ineligible and non-reimbursable by the City or the Texas Department of Agriculture/U. S. Department of Agriculture due to action or inaction of Contractor are due to the City upon demand. This clause shall continue in full force and effect and survive the expiration of the term of this contract and any optional years.

18.0 ADDITIONAL RELATED SERVICES

- 18.1 In submitting bids, Bidder(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of services, as provided herein, or deemed necessary and/or desirable by the City.

19.0 ADDITION & DELETION

- 19.1 The City, by written notice from the Director or Chief Procurement Officer to the Contractor, at any time during the term of this contract, may add or delete like or similar services to the list of locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City of Houston. Locations and/or services added will be subject to the contract services and charges or rates as specified in the contract. In the event the additional locations and/or service are not identical to any

item defined in this contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the locations and/or services classified in the contract.

20.0 ESTIMATED QUANTITIES NOT GUARANTEED

20.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein

21.0 WARRANTY OF SERVICES

21.1 *Definitions:* "Acceptance" as used in this clause shall mean the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

21.2 "Correct and Correction" as used in this clause shall mean the elimination of a defect.

21.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor shall warrant that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either a) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or b) that the City does not require correction or re-performance.

21.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City shall, by contract or otherwise, correct or replace with similar services and shall charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

21.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

22.0 PERFORMANCE BOND

22.1 Contractor shall furnish and maintain throughout the Contract Term a Performance Bond in the amount of **10%** of the amount of the contract award. Contractor shall renew this bond for each renewal year of this Contract in an amount equal to the contract amount for the applicable renewal term. The Bond shall be conditioned upon Contractor's full and timely performance of this Contract and shall be issued by a corporate surety authorized to write Surety Bonds in the State of Texas and be in the form set out in ITB.

23.0 BUY AMERICAN

23.1 Contractor acknowledges that, to the extent required by the City, the Contractor shall, whenever possible, purchase only food products that are produced in the United States.

23.2 Contractor acknowledges that, to the extent required by 7 CFR § 250.23, Contractor must, whenever possible, purchase only food products that are produced in the United States.

24.0 RECORD KEEPING

24.1 The books and records of the Contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

25.0 DAMAGE TO CITY PROPERTY

25.1 The Contractor shall pay for the repair and/or replacement of property that was damaged or destroyed due to carelessness or neglect of the Contractor, its agents or employees.

26.0 CONTRACT COMPLIANCE

26.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided. Monitoring may take the form of, but not necessarily be limited to:

- Site visits
- Testing and sampling of goods and services
- Review of permits, certifications and/or licenses
- Review of Contractor's invoices for accuracy

27.0 PRE-PERFORMANCE MEETING

27.1 Subsequent to contract approval/execution, the Contractor shall be required to attend a pre-performance conference. The Strategic Procurement Division or the primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the Contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT "B-1" PROGRAM SITES

	SITE NAME (ALPHABETICAL ORDER)	ADDRESS	CITY	ZIP	COUNCIL DISTRICT (X=None)	TYP/ML SERVICE	LNCH	SNACK	DAYS/ WEEK	Total #
1	BROMPTON SQUARE COMM CTR	1323 WITTE RD	HOUSTON	77055	A	LUN	35	0	M-F	1
2	CARVERDALE COM CTR	9920 PORTO RICO	HOUSTON	77041	A	BOTH	63	63	M-F	2
3	COSTA VIZCAYA APARTMENTS	12020 GESSNER RD.	HOUSTON	77064	A	BOTH	40	45	M-TH	3
4	FAITH CENTER SPRING BRANCH	8009 LONG POINT RD.	HOUSTON	77055	A	BOTH	35	35	M-F	4
5	FREED COM CTR	6818 SHADYVILLA LN	HOUSTON	77055	A	BOTH	50	50	M-F	5
6	GESSNER PARK APARTMENTS	1776 N. GESSNER DR.	HOUSTON	77080	A	LUNCHESES	35	0	M-F	6
7	HPL HILLEDAHL NEIGHBORHOOD LIB	2436 GESSNER	HOUSTON	77080	A	LUNCH	100	80	TU-TH	7
8	LINDA VISTA COMMUNITY CENTER	5500 DE SOTO	HOUSTON	77091	A	BOTH	50	50	M-W	8
9	PROJECT ONE FOCUS	7401 ALABONSON	HOUSTON	77088	A	BOTH	30	30	M-F	9
10	VILLA ANITA II	8103 GROW LANE #97	HOUSTON	77040	A	LUNCHESES	75	0	M-F	10
1	ACRES HOMES MULTI-SERVICE CENTER	6719 W. MONTGOMERY RD.	HOUSTON	77091	B	BOTH	48	48	M-F	11
2	AMBASSADOR FOR CHRIST YOUTH CENTER	555 SEMINAR	HOUSTON	77060	B	BOTH	40	40	M-F	12
3	ANTIOCH M.B.C.	5902 BEALL ST.	HOUSTON	77091	B	LUN	35	0	M-F	13
4	BETHANY BAPTIST CHURCH	7301 HOMESTEAD ROAD	HOUSTON	77028	B	BOTH	48	48	M-F	14
5	BRISTOL APARTMENTS	1303 GREENS PKWY.	HOUSTON	77067	B	BOTH	24	24	M-F	15
6	CLEME MANOR APARTMENTS	5300 COKE	HOUSTON	77020	B	BOTH	150	150	M-F	16
7	COMM. PARTNERS EARLY DEVELOPMENT	4901 LOCKWOOD	HOUSTON	77026	B	BOTH	75	75	M-F	17
8	COMMUNITY PARTNERS 5TH WARD	3917 COLLINGSWORTH	HOUSTON	77020	B	BOTH	40	40	M-F	18
9	EBONI CHILDCARE	9405 LOCKWOOD	HOUSTON	77016	B	BOTH	28	28	M-F	19
10	EMERALD BAY APARTMENTS	6767 BENNINGTON RD.	HOUSTON	77028	B	BOTH	50	50	M-F	20
11	FINNIGAN COMMUNITY CENTER	4900 PROVIDENCE ST.	HOUSTON	77020	B	BOTH	30	30	M-TH	21
12	FIRST SHILOH MISSIONARY BAPTIST CH	4420 LYONS AVE.	HOUSTON	77020	B	BOTH	75	75	M-F	22
13	FOREST GREEN TOWNHOMES	8945 FOREST HOLLOW	HOUSTON	77078	B	BOTH	55	55	M-F	23
14	FOUNTAINS AT TIDWELL COMM. CTR	2303 W. TIDWELL	HOUSTON	77091	B	BOTH	100	100	M-F	24
15	GARDEN CITY APARTMENTS	2611 GARDEN CITY DR STE D	HOUSTON	77088	B	BOTH	100	40	M-F	25
16	GEMS LIFE SKILLS	6802 D S BAILEY LN	HOUSTON	77091	B	BOTH	30	30	M-F	26
17	GRACE COMMUNITY OUTREACH	7800 SPARTA ST.	HOUSTON	77028	B	BOTH	50	50	M-F	27
18	GREATER PARK HILL BAPTIST CHURCH	7809 WINSHIP ST	HOUSTON	77028	B	BOTH	50	50	M-F	28
19	GREATER TRUE LIGHT SUMMER CAMP	6828 ANNUNCIATION	HOUSTON	77016	B	BOTH	40	40	M-F	29
20	GULF COAST ARMS APTS	6603 HIRSCH RD	HOUSTON	77026	B	BOTH	40	40	M-F	30
21	HARMONY BAPTIST CHURCH	4701 LOCKWOOD	HOUSTON	77026	B	BOTH	25	25	M-F	31
22	HESTER HOUSE	2020 SOLO ST.	HOUSTON	77020	B	BOTH	80	80	M-F	32
23	HIGHLAND PARK COMMUNITY CTR	3316 DE SOTO	HOUSTON	77091	B	BOTH	80	80	M-F	33
24	HIS WAY BAPTIST CHURCH	1818 ESTHER	HOUSTON	77088	B	BOTH	35	0	M-TH	34
25	HOBART TAYLOR COM CTR	8100 KENTON	HOUSTON	77028	B	BOTH	60	60	M-F	35

26	HPL McCRAKE KASHMERE GARDENS LIB	5411 PARDEE	HOUSTON	77026	B	BOTH	34	34	T-TH	36
27	HPL SCENIC WOODS REG LIB	10677 HOMESTEAD	HOUSTON	77016	B	BOTH	60	0	M-TH	37
28	HPL SHEPARD-ACRES HOMES LIB	8501 W. MONTGOMERY	HOUSTON	77088	B	BOTH	24	24	W-TH	38
29	JUDSON ROBINSON SR. PARK COM CTR	1422 LEDWICKE	HOUSTON	77029	B	BOTH	45	45	M-F	39
30	JOHNSON CHAPEL METHODIST CHURCH	4306 LIFFINGWELL ST.	HOUSTON	77026	B	LUNCHES	30	0	M-W	40
31	KELLY VILLAGE	3118 GREEN	HOUSTON	77020	B	BOTH	50	50	M-F	41
32	KENNEDY PLACE	3100 GILLESPIE	HOUSTON	77020	B	BOTH	40	40	M-F	42
33	LAKEWOOD COM CTR	8811 FELAND ST	HOUSTON	77028	B	BOTH	70	70	M-F	43
34	LAS PALMAS APARTMENTS	7170 PARKER RD.	HOUSTON	77016	B	BOTH	30	30	M-F	44
35	LIGHT OF THE WORLD	16161 OLD HUMBLE RD.	HUMBLE	77396	B	BOTH	30	30	M-F	45
36	LIL ONES DAYCARE	5802 TIDWELL RD.	HOUSTON	77016	B	BOTH	45	45	M-F	46
37	LINCOLN PARK APTS	790 W. LITTLE YORK	HOUSTON	77091	B	BOTH	100	50	M-F	47
38	LITTLE YORK VILLAS	3111 W. LITTLE YORK RD.	HOUSTON	77091	B	BOTH	30	30	M-F	48
39	LIVE OAK BEND	1351 GREENS PARKWAY	HOUSTON	77067	B	BOTH	50	50	M-F	49
40	LOS PRADOS APTMS	125 DYNA DR.	HOUSTON	77060	B	BOTH	30	30	M-F	50
41	MOUNT ARARAT ACADEMY	5739 W MONTGOMERY RD.	HOUSTON	77091	B	LUNCHES	35	0	M-F	51
42	MT OLIVE BAPTIST CHURCH #2	3239 AREBA ST	HOUSTON	77091	B	BOTH	24	0	M-F	52
43	MT. CALVARY AME CHURCH	6415 GOLD SPIER	HOUSTON	77091	B	BOTH	24	24	T-TH	53
44	NORTH FOREST TRAILS APTS	9550 N WAYSIDE	HOUSTON	77028	B	BOTH	30	40	M-F	54
45	NORTH OAKS APTS	225 ALDINE BENDER	HOUSTON	77060	B	BOTH	120	120	M-F	55
46	NORTHLAND BAPTIST CHURCH	5606 HOPPER RD.	HOUSTON	77016	B	BOTH	150	150	M-F	56
47	NORTHSIDE ANTIOCH M.B.C.	1814 CARR ST.	HOUSTON	77026	B	LUNCHES	24	0	M-F	57
48	PARK DE VILLE APARTMENTS	407 GREENS ROAD	HOUSTON	77060	B	LUNCHES	25	25	M-F	58
49	ROSA'S SCHOOL	1207 DOLLY WRIGHT ST.	HOUSTON	77088	B	LUNCHES	40	0	M-F	59
50	SAINT JOHN B.C	3023 AMBOY	HOUSTON	77026	B	BOTH	50	50	M-F	60
51	SETTEGAST HEIGHTS APARTMENTS	7373 N. WAYSIDE	HOUSTON	77028	B	BOTH	50	50	M-F	61
52	SHADY LANE COM CTR	10220 SHADY LANE	HOUSTON	77093	B	BOTH	60	60	M-F	62
53	SMYRNA SEVENTH DAY ADVENTIST CH	4411 LEFFINGWELL ST.	HOUSTON	77026	B	LUNCHES	30	30	M-F	63
54	SOLID ROCK APOSTOLIC FAITH MINISTRIES	7517 WEST KNOLL	HOUSTON	77028	B	BOTH	50	0	M-F	64
55	ST. PAUL MISSIONARY	1002 ST. CLAIR ST.	HOUSTON	77088	B	BOTH	24	24	M-F	65
56	ST PAUL MISSIONARY BAPTIST CHURCH	2516 PAUL QUINN	HOUSTON	77091	B	BOTH	100	100	M-TH	66
57	STEPS OF EXCELLENCE SOLADO	1000 GREENS RD.	HOUSTON	77060	B	BOTH	80	80	M-TH	67
58	STERLINGSHIRE APARTMENTS	9002 STERLINGSHIRE	HOUSTON	77078	B	BOTH	150	150	M-F	68
59	SWINEY COM CTR	2812 CLINE	HOUSTON	77020	B	BOTH	50	50	M-F	69
60	THE PEOPLE HOME & FOREIGN MISSION	7825 HANNA ST	HOUSTON	77028	B	BOTH	50	50	M-F	70
61	TIDWELL COMMUNITY CENTER	9720 SPAULDING	HOUSTON	77016	B	BOTH	80	80	M-F	71
62	TIMBER POINT APTS	5900 GREENS RD	HOUSTON	77396	B	BOTH	35	35	M-F	72
63	TUFFLY COM CTR	3200 RUSSELL	HOUSTON	77026	B	BOTH	30	30	M-F	73
64	VICTORY PREPARATORY ACADEMY	2903 JENSEN DR.	HOUSTON	77026	B	LUNCHES	150	0	M-F	74
65	ZION TEMPLE MISSIONARY BAPTIST CH	5919 HIRSCH ROAD	HOUSTON	77026	B	LUNCHES	40	0	M-F	75

1	CANDLELIGHT PARK COM CTR	1520 CANDLELIGHT LANE	HOUSTON	77018	C	BOTH	100	100	M-F	76
2	CHERRYHURST COM CTR	1700 MISSOURI ST	HOUSTON	77006	C	BOTH	50	50	M-F	77
3	DOMINION PREPARATORY SCHOOL	1023 PINEMONT DR.	HOUSTON	77018	C	BOTH	136	136	M-F	78
4	FREEDMEN'S TOWN ASSOCIATION INC	1320 ROBIN STREET	HOUSTON	77019	C	BOTH	100	100	M-F	79
5	GODWIN COMM CTR	5101 RUTHERGLEN	HOUSTON	77096	C	BOTH	70	70	M-F	80
6	HPL COLLIER REG LIB	6200 PINEMONT	HOUSTON	77092	C	LUNCHES	40	40	M-TH	81
7	HPL MCGOVERN-STELLA LINK	7405 STELLA LINK	HOUSTON	77025	C	BOTH	50	75	M-TH	82
8	HPL OAK FOREST LIB	1349 WEST 43RD	HOUSTON	77018	C	BOTH	30	30	W-TH	83
9	JAW ASPEN APARTMENTS	6150 W. TIDWELL	HOUSTON	77092	C	BOTH	55	55	M-F	84
10	LARKIN COMMUNITY CENTER	5410 LARKIN ST.	HOUSTON	77007	C	BOTH	125	125	M-F	85
11	LOVE COM CTR	1000 WEST 12TH STREET	HOUSTON	77008	C	BOTH	100	100	M-F	86
12	SPIRIT OF THE WORD	803 CURTIN ST.	HOUSTON	77018	C	BOTH	30	30	T-F	87
13	VICTORY APARTMENTS	1520 VICTOR	HOUSTON	77019	C	BOTH	25	25	M-F	88
14	WEST END MULTI SERVICES CENTER	170 HEIGHTS BLVD.	HOUSTON	77007	C	BOTH	24	24	M-F	89
15	YMCA - FOSTER FAMILY	1234 WEST 34th ST	HOUSTON	77018	C	BOTH	300	300	M-F	90
1	ABC 123 ACATAME	10914 CULLEN BLVD.	HOUSTON	77047	D	BOTH	50	50	M-F	91
2	ALMEDA PARK APARTMENTS	10950 TANNER PARK COURT	HOUSTON	77075	D	BOTH	35	35	M-W	92
3	BEVERLY HILLS COM CTR	10201 KINGSPPOINT RD	HOUSTON	77075	D	BOTH	37	37	M-F	93
4	BLUE TRIANGLE MCS	3005 MCGOWEN ST	HOUSTON	77004	D	BOTH	55	55	M-F	94
5	CHRIST COMMUNITY CHURCH	5922 MARTIN LUTHER KING JR. BLVD.	HOUSTON	77021	D	BOTH	75	75	M-F	95
6	CITY OF HOPE OUTREACH	4551 COSBY ST.	HOUSTON	77021	D	LUNCHES	48	0	T-W-Th	96
7	CRESTMONT COM CTR	5200 SELINSKY	HOUSTON	77048	D	BOTH	50	50	M-F	97
8	CYPRESS CREEK @ FAYRIDGE	14155 FAYRIDGE DR.	HOUSTON	77048	D	BOTH	24	24	W-F	98
9	CYPRESS CREEK @ REED ROAD	2910 REED ROAD	HOUSTON	77051	D	BOTH	60	60	M-F	99
10	EAST BETHEL BAPTIST CHURCH	5702 CALHOUN	HOUSTON	77021	D	BOTH	60	60	M-F	100
11	EDGEWOOD PARK COM CTR	5803 BELLFORT	HOUSTON	77033	D	BOTH	50	50	M-F	101
12	EMANCIPATION COMMUNITY CTR	3018 DOWLING	HOUSTON	77004	D	BOTH	100	100	M-F	102
13	FIRST ST MATHEW M.B. CH	3239 SIMMONS	HOUSTON	77004	D	BOTH	30	30	M-F	103
14	GREATER NEW TESTAMENT BAPT CH	4802 VAN FLEET	HOUSTON	77033	D	BOTH	45	45	M-TH	104
15	HCC LABORATORY SCHOOL	3214 AUSTIN ST.	HOUSTON	77004	D	BOTH	35	35	M-F	105
16	HPL JOHNSON NEIGHBORHOOD LIB	3517 REED ROAD	HOUSTON	77051	D	BOTH	100	65	M-TH	106
17	IMOVE SUMMER CAMP	9613 ASHVILLE	HOUSTON	77051	D	BOTH	50	50	M-F	107
18	JUDSON ROBINSON JR. PARK COM CTR	2020 HERMANN DRIVE	HOUSTON	77004	D	BOTH	75	75	M-F	108
19	KING ROW APARTMENTS	4141 BAREBERRY DR.	HOUSTON	77051	D	BOTH	40	40	M-F	109
20	KOINONIA CAMPUS	3229 HADLEY	HOUSTON	77004	D	LUNCH	100	0	M-F	110
21	MISSIONARY VILLAGE APARTMENTS	4002 CORDER ST.	HOUSTON	77021	D	BOTH	80	80	M-F	111
22	MOUNT BETHEL HOP	6818 CULLEN BLVD.	HOUSTON	77021	D	BOTH	30	30	T-TH	112
23	MT. VERNON CHURCH	3618 -A STASSEN ST.	HOUSTON	77051	D	LUNCHES	50	0	M-F	113
24	NEHEMIAH CENTER INC.	5015 FANNIN ST.	HOUSTON	77004	D	BOTH	100	100	M-F	114
25	NEHEMIAH COMMUNITY CHURCH	3601 BLODGETT ST.	HOUSTON	77004	D	BOTH	40	40	M-F	115

26	NEW COVENANT CHRISTIAN DAYCARE	10603 BLACKHAWK BLVD.	HOUSTON	77089	D	BOTH	60	60	M-F	116
27	NEW MT. CALVARY MBC	6051 BELDART ST.	HOUSTON	77033	D	BOTH	35	35	M-F	117
28	NORMA'S PLAZA APARTMENTS	7526 MARTIN LUTHERAN KING JR. BLVD	HOUSTON	77033	D	BOTH	30	30	M-F	118
29	NUBIA SQUARE APARTMENTS	3711 SOUTHMORE BLVD	HOUSTON	77004	D	LUNCHES	30	0	M-F	119
30	OAKMOOR APARTMENTS HOMES	11900 OAKMOOR PARKWAY	HOUSTON	77051	D	LUNCHES	24	0	M-F	120
31	PABA COMMUNITY CENTER	3212 DOWLING	HOUSTON	77004	D	BOTH	45	45	M-F	121
32	PARKSIDE POINT APARTMENTS	3360 ALICE STREET	HOUSTON	77021	D	LUNCHES	45	0	M-F	122
33	PRECIOUS JEWELS ALPHA LEARNING	2301 MAIN STREET	HOUSTON	77002	D	BOTH	24	24	M-F	123
34	SAGEMONT COM CTR	11507 HUGHES RD	HOUSTON	77089	D	BOTH	60	60	M-F	124
35	SHAPE COMMUNITY CENTER INC.	3815 LIVE OAK	HOUSTON	77004	D	BOTH	85	85	M-F	125
36	SMART FOUNDATION	2522 SOUTHMORE BLVD	HOUSTON	77004	D	BOTH	150	150	M-F	126
37	SOUTHEAST COMMUNITY CHURCH	10413 ASHVILLE DR.	HOUSTON	77051	D	BOTH	65	65	M-F	127
38	SOUTHLAWN PALMS APARTMENTS	7006 SCOTT ST.	HOUSTON	77021	D	BOTH	50	50	M-TH	128
39	ST. MARY'S UMC	6731 SCOTT ST.	HOUSTON	77021	D	BOTH	40	40	M-F	129
40	SUNFLOWER TERRACE APARTMENTS	5050 SUNFLOWER STREET	HOUSTON	77033	D	BOTH	40	40	M-F	130
41	SUNNYSIDE COM CTR	3502 BELLFORT	HOUSTON	77051	D	BOTH	100	100	M-F	131
42	SWEETWATER POINT APARTMENTS	7909 S.SAM HOU.PKWY E.	HOUSTON	77075	D	BOTH	30	30	M-F	132
43	SWINDLE/CLOVERLAND COM CTR	11800 SCOTT	HOUSTON	77047	D	BOTH	60	60	M-F	133
44	TEETER TOTTER VILLAGE	9133 SCOTT ST.	HOUSTON	77051	D	BOTH	180	225	M-F	134
45	THE HOMEWOOD ZION	2502 WEBSTER ST.	HOUSTON	77003	D	BOTH	25	25	M-F	135
46	TRUE DOCTRINE MISSIONARY BAPTIST	4645 ALVIN	HOUSTON	77051	D	BOTH	25	25	M-TH	136
47	TSU COLLEGE TECHNOLOGY	3100 CLEBURNE ST.	HOUSTON	77004	D	BOTH	40	40	M-F	137
48	UNIVERSITY CHRISTIAN CHURCH	3610 SOUTHMORE BLVD	HOUSTON	77004	D	LUNCHES	50	0	T-TH	138
49	VILLA AMERICANA APARTMENTS	5901 SELINSKY RD.	HOUSTON	77048	D	LUNCHES	50	0	M-TH	139
50	WALLS OF FAITH	5834 BELLFORT	HOUSTON	77033	D	BOTH	30	30	M-F	140
51	WESLEY SQUARE APARTMENTS	7402 CALHOUN	HOUSTON	77033	D	LUNCHES	50	0	M-TH	141
52	ZOE LEARNING ACADEMY	6701 CULLEN BLVD	HOUSTON	77021	D	BOTH	150	0	M-F	142
1	IGLESIA LUTERANA PRINCIPE DE PAZ	1063 EDGEBROOK	HOUSTON	77034	E	BOTH	50	50	M-F	143
2	MEADOWCREEK COMMUNITY CTR	5333 BERRY CREEK DR	HOUSTON	77017	E	BOTH	50	50	M-F	144
3	NORTHSHORE MEADOWS APTS.	333 UVALDE	HOUSTON	77015	E	BOTH	24	24	M-F	145
4	WINDSHIRE APARTMENTS	4415 SOUTH SHAVER	PASADENA	77504	E	BOTH	40	40	M-W	146
1	ALIEF COMMUNITY CENTER	11903 BELLAIRE BLVD.	HOUSTON	77072	F	BOTH	60	60	M-F	147
2	FALLS OF BELLAIRE RES CTR APTM	6700 S DAIRY ASHFORD APT 409	HOUSTON	77072	F	BOTH	25	0	M-F	148
3	FIRST BAPTIST CHURCH OF ALIEF	12001 MOONMIST DR.	HOUSTON	77072	F	BOTH	40	40	T-TH	149
4	IGLESIA RIOS DE ACEITE	12500 CORONA LN.	HOUSTON	77072	F	BOTH	50	50	TU-FRI	150
5	JIREH BIBLE CHURCH	3623 WALNUT BEND LN.	HOUSTON	77042	F	BOTH	50	0	W-F	151

6	JUBILEE CHILDREN ACADEMY	11522 HARWIN DR.	HOUSTON	77072	F	BOTH	36	36	M-F	152
7	SALVATION ARMY HOUSTON INT	7920 COOK RD	HOUSTON	77072	F	BOTH	200	200	M-F	153
8	SURE MERCIES MINISTRIES	14641 BEECHNUT ST/SUITE A	HOUSTON	77083	F	BOTH	75	75	M-F	154
1	KENDALL PARK COM CTR	609 N ELDRIDGE PKW	HOUSTON	77079	G	BOTH	100	100	M-F	155
2	KID FIT	12674 GOAR RD	HOUSTON	77077	G	BOTH	35	35	M-F	156
3	RIVER OAKS COM CTR	3600 LOCKE LANE	HOUSTON	77027	G	BOTH	75	75	M-F	157
4	RWC YOUTH 2016 SUMMER PROGRAM	13820 WESTHEIMER RD.	HOUSTON	77077	G	BOTH	75	75	M-F	158
5	ST THOMAS PRESBYTERIAN CHURCH	14100 MEMORIAL DR	HOUSTON	77079	G	LUNCHESES	75	0	M-F	159
1	BENEKE METHODIST CHURCH	9104 HARRELL	HOUSTON	77093	H	BOTH	80	0	TWT	160
2	CALVARY MISSIONARY BAPTIST CHURCH	9013 MCGALLION	HOUSTON	77022	H	BOTH	35	35	M-F	161
3	CLARK PARK COM CTR	9718 CLARK RD	HOUSTON	77076	H	BOTH	100	100	M-F	162
4	CLAYTON HOMES APTS.	1919 RUNNELS	HOUSTON	77003	H	BOTH	100	100	M-F	163
5	DENVER HARBOR MULTI-SERVICE CENTER	6402 MARKET ST.	HOUSTON	77020	H	BOTH	90	90	M-F	164
6	EASTWOOD COMMUNITY CTR	5000 HARRISBURG	HOUSTON	77011	H	BOTH	75	75	M-F	165
7	FONDE COMMUNITY CENTER	110 SABINE STREET	HOUSTON	77007	H	BOTH	200	200	M-F	166
8	FULTON VILLAGE	3300 ELSER	HOUSTON	77009	H	BOTH	100	100	M-F	167
9	GREATER GRACE TRINITY BAPTIST CHURCH	2825 COLLINGSWORTH	HOUSTON	77026	H	BOTH	24	24	M-W	168
10	HEATHERBROOK APTS	2000 TIDWELL ROAD	HOUSTON	77093	H	BOTH	50	50	M-F	169
11	HOLY TRINITY LUTHERAN CHURCH	7822 NORTHLINE DR.	HOUSTON	77037	H	BOTH	50	50	M-F	170
12	HPL CARNEGIE NEIGHBORHOOD LIB	1050 QUITMAN	HOUSTON	77009	H	BOTH	50	50	M-TH	171
13	HPL FLORES NEIGHBORHOOD LIB	110 NORTH MILBY	HOUSTON	77033	H	LUNCHESES	24	0	M-TH	172
14	HPL TUTTLE NEIGHBORHOOD LIB	702 KRESS	HOUSTON	77020	H	LUNCHESES	24	0	T-W	173
15	IGLESIA PAZ Y GOZO	608 TURNER DR.	HOUSTON	77076	H	BOTH	30	3	M-F	174
16	IMMACULATE KIDS CHILDCARE	4302 DELHI ST.	HOUSTON	77022	H	BOTH	43	43	M-F	175
17	INDEPENDENCE HEIGHTS COM CTR	603 EAST 35TH ST	HOUSTON	77022	H	BOTH	70	70	M-F	176
18	MEADOWBROOK PLAZA APARTMENTS	600 E LITTLE YORK	HOUSTON	77076	H	BOTH	24	24	M-F	177
19	MECA	1900 KANE	HOUSTON	77007	H	BOTH	125	125	M-F	178
20	MELROSE PARK COM CTR	1001 CANINO	HOUSTON	77076	H	BOTH	60	60	M-F	179
21	MONTIE BEACH COM CTR	915 NORTHWOOD	HOUSTON	77009	H	BOTH	50	50	M-F	180
22	MOODY PARK COMMUNITY CENTER	3725 FULTON	HOUSTON	77009	H	BOTH	60	60	M-F	181
23	NORTHLINE POINTE APTS	7313 NORTHLINE DR	HOUSTON	77076	H	BOTH	200	200	M-F	182
24	OAK ARBOR TOWNHOMES	310 BERRY RD	HOUSTON	77022	H	BOTH	50	50	M-F	183
25	OXFORD PLACE APTS	605 BERRY RD	HOUSTON	77022	H	LUNCH	30	0	M-TH	184
26	PROCTOR PLAZA PARK COM CTR	803 W. TEMPLE	HOUSTON	77009	H	BOTH	70	70	M-F	185
27	REDWOOD HEIGHTS	7320 JENSEN DRIVE	HOUSTON	77093	H	BOTH	30	30	M-F	186
28	SECOND CHRISTIAN CHURCH	606 MOODY STE A	HOUSTON	77009	H	BOTH	55	55	M-F	187
29	SETTEGAST COM CTR	3000 GARROW ST	HOUSTON	77003	H	BOTH	50	50	M-F	188
30	SHOREHAM APARTMENTS	2450 ALDINE WESTFIELD RD.	HOUSTON	77093	H	BOTH	24	24	M-W	189

31	ST PATRICK CATHOLIC CH	4918 COCHRAN ST	HOUSTON	77009	H	LUNCH	65	65	M-F	190
32	ST. MATTHEWS UMC	4300 N. SHEPHERD DR.	HOUSTON	77018	H	BOTH	75	75	M-F	191
33	STUDE PARK COM CTR	1031 STUDE	HOUSTON	77007	H	BOTH	50	50	M-F	192
34	THE MAINSTREAM CONNECTION	415 E. CROSSTIMBERS ST.	HOUSTON	77022	H	BOTH	50	50	T-TH	193
35	TALENTO BILINGUE	333 S. JENSEN	HOUSTON	77003	H	BOTH	30	30	M-F	194
36	UNIVERSITY OF HOUSTON-DOWNTOWN	1 MAIN ST. SUITE S-722	HOUSTON	77002	H	LUNCHES	300	0	M-F	195
37	WOODLAND COM CTR	212 PARKVIEW	HOUSTON	77009	H	BOTH	50	50	M-F	196
38	YALE VILLAGE APTS	5673 YALE ST.	HOUSTON	77076	H	BOTH	60	60	M-F	197
1	CHARLTON PARK COM CTR	8200 PARK PLACE ST	HOUSTON	77017	I	BOTH	75	75	M-F	198
2	CHRISTUS BODIES IN MOTION	6703 WHITFRIARS	HOUSTON	77087	I	BOTH	24	24	M-TH	199
3	CLEARWOOD VILLAS APTS.	9465 CLEARWOOD DR.	HOUSTON	77075	I	BOTH	30	0	M-F	200
4	CLINTON PARK COM CTR	200 MISSISSIPPI ST	HOUSTON	77029	I	BOTH	100	100	M-F	201
5	COMMUNITY FAMILY CENTERS	7318 AVENUE F.	HOUSTON	77012	I	BOTH	140	140	M-F	202
6	DEZAVALA COMMUNITY CENTER	907 76TH STREET	HOUSTON	77012	I	BOTH	80	80	M-F	203
7	GARDEN VILLAS COM CTR	6720 S. HAYWOOD	HOUSTON	77061	I	LUNCHES	50	0	M-F	204
8	GLENBROOK UNITED METHODIST CHURCH	8635 GLEN VALLEY DR.	HOUSTON	77061	I	LUNCHES	50	0	M-F	205
9	HARTMAN COM CTR	9311 E. AVENUE P	HOUSTON	77012	I	BOTH	50	50	M-F	206
10	HPL MANCUSO NEIGHBORHOOD LIB	6767 BELLFORT	HOUSTON	77087	I	BOTH	40	40	M-TH	207
11	HPL PARK PLACE REG LIB	8145 PARK PLACE BLVD.	HOUSTON	77017	I	BOTH	58	58	M-TH	208
12	HPL STANAKER NEIGHBORHOOD LIB	611 S/SGT MACARIO GARCIA	HOUSTON	77011	I	BOTH	60	34	M-TH	209
13	IMMACULATE CONCEPTION	7250 HARRISBURG BLVD	HOUSTON	77011	I	LUNCHES	100	0	M-F	210
14	INGRANDO PARK COM CTR	7302 KELLER	HOUSTON	77012	I	BOTH	50	50	M-F	211
15	LOND DR. TOWNHOMES	6767 LONG DR.	HOUSTON	77087	I	BOTH	75	75	M-F	212
16	MASON COM CTR	541 SOUTH 75TH STREET	HOUSTON	77023	I	BOTH	100	100	M-F	213
17	MAXEY VILLAGE APTS.	666 MAXEY RD.	HOUSTON	77013	I	BOTH	50	50	T-TH	214
18	R.E.A.C.H. EMPOWERMENT	7555 MORLEY ST.	HOUSTON	77061	I	BOTH	35	24	M-TH	215
19	ST AUSTIN CENTER - (SPECIAL EVENT)	2002 S. WAYSIDE	HOUSTON	77023	I	BOTH	300	300	S	216
20	ST MATTHEW MBC	119 FIDELITY ST.	HOUSTON	77029	I	BOTH	60	0	M-F	217
21	UVALDE RANCH APTS.	5300 S.LAKE HOUSTON PKWY.	HOUSTON	77049	I	LUNCHES	24	0	M-TH	218
22	WILLOW CREEK COMMUNITY CENTER	7575 OFFICE CITY DR BLDG 66	HOUSTON	77012	I	BOTH	150	125	M-F	219
23	YMCA TELLESPEN	808 PEASE ST	HOUSTON	77002	I	BOTH	100	100	M-F	220
24	YOUNG SCHOLARS ACADEMY	1809 LOUISIANA	HOUSTON	77002	I	BOTH	75	75	M-F	221
1	ARROWOOD APARTMENTS	8304 SOUTH COURSE DR.	HOUSTON	77072	J	BOTH	30	30	M-F	222
2	BURNETT BAYLAND COM CTR	6200 CHIMNEY ROCK RD	HOUSTON	77081	J	BOTH	200	200	M-F	223
3	CORAL HILLS APTS.	6363 BEVERLY HILL	HOUSTON	77057	J	BOTH	40	40	M-F	224
4	HPL WALTER NEIGHBORHOOD LIB	7660 CLAREWOOD	HOUSTON	77036	J	LUNCH	24	0	T-TH	225
5	JUNIOR HARVARD ACADEMY	10114 BISSONNET ST.	HOUSTON	77036	J	BOTH	119	119	M-F	226
6	LANSDALE PARK COM CTR	8201 ROOS	HOUSTON	77036	J	BOTH	90	95	M-F	227

7	LAS VARANDAS DEL SUR	1003 FORUM WEST DR	HOUSTON	77036	J	BOTH	40	40	M-F	228
8	LITTLE NELL APTS.	8565 W. SAM HOUSTON PKWY.	HOUSTON	77099	J	LUNCHES	30	0	W-F	229
9	MARIAN HIGH SCHOOL	9896 BISSONNET #230	HOUSTON	77036	J	BOTH	100	100	M-TH	230
10	MILESTONE TECHNICAL INSTITUTE	9800 CENTRE PKWT STE 870	HOUSTON	77036	J	BOTH	100	100	M-F	231
11	PARADISE LANE CENTER	10503 ROCKLEY RD.	HOUSTON	77099	J	BOTH	30	60	M-F	232
12	SHARPSTOWN PARK COM CTR	6600 HARBOR TOWN	HOUSTON	77036	J	BOTH	100	100	M-F	233
13	SOUTHWEST MULTI-SERVICES CTR	6400 HIGH STAR	HOUSTON	77074	J	BOTH	150	60	M-F	234
14	ST FRANCIS DE SALES CATHOLIC CHURCH	8100 ROOS RD.	HOUSTON	77036	J	BOTH	80	80	M-F	235
15	WOOD CREEK APARTMENTS	7930 CORPORATE DRIVE	HOUSTON	77036	J	LUNCHES	35	0	M-F	236
1	ANGEL LANE COMMUNITY CENTER	3403 ANGEL LN	HOUSTON	77045	K	BOTH	50	50	M-F	237
2	BRENTWOOD CHURCH LEARNING CENTER	13033 LANDMARK	HOUSTON	77045	K	BOTH	50	50	M-F	238
3	DESIGNED 2 DANCE STUDIO	12112 ALMEDA RD STE. B-5	HOUSTON	77045	K	BOTH	35	35	M-F	239
4	FIRST OUTREACH M.B.CHURCH	14010 PLAYER ST.	HOUSTON	77045	K	BOTH	135	135	M-F	240
5	FUNSTATION	4426 BROOKSTON	HOUSTON	77045	K	BOTH	30	30	M-F	241
6	GREATER ST MATTHEW	14919 S MAIN	HOUSTON	77035	K	BOTH	150	150	M-F	242
7	HIRAM CLARKE MULTI SERV CTR	3810 W. FUQUA	HOUSTON	77045	K	BOTH	30	30	T-W-Th	243
8	HPL FRANK EXPRESS LIB	10103 FONDREN	HOUSTON	77096	K	LUNCHES	60	0	M-TH	244
9	LAS VILLAS DEL PARQUE APARTMENTS	5555 GASMER	HOUSTON	77035	K	BOTH	40	40	M-F	245
10	LIGHT CHRISTIAN ACADEMY #2	14415 FONDREN	HOUSTON	77489	K	BOTH	70	70	M-F	246
11	LINKWOOD PARK COM CTR	3699 NORRIS DR	HOUSTON	77025	K	BOTH	100	100	M-F	247
12	MARIAN PARK COM CTR	11101 S. GESSNER	HOUSTON	77071	K	BOTH	75	75	M-F	248
13	PINES OF WESTBURY APTS.	12500 DUNLAP	HOUSTON	77035	K	BOTH	50	50	M-F	249
14	PLATOU COM CTR	11655 CHIMNEY ROCK	HOUSTON	77035	K	BOTH	50	50	M-F	250
15	POSSIBILITY ASSEMBLY	8508 WEST BELLFORT AVE.	HOUSTON	77071	K	BOTH	55	75	M-TH	251
16	SEVENTH DAY ADVENTIST OUTREACH	8526 NORHTERN ST.	HOUSTON	77071	K	BOTH	150	125	M-F	252
17	SOUTHSIDE ACADEMY	13835 BUXLEY ST	HOUSTON	77045	K	BOTH	30	30	M-F	253
18	THE CORSSING COMMUNITY CHURCH	3225 W. OREM DR.	HOUSTON	77045	K	BOTH	30	30	M-F	254
19	THE IMANI SCHOOL	12401 S.POST OAK RD.	HOUSTON	77045	K	BOTH	115	115	M-F	255
20	TODAY'S CHILD	7026 W. FUQUA	MISSOURI CITY	77489	K	BOTH	70	70	M-F	256
21	TOWNWOOD PARK COM CTR	3403 SIMSBROOK	HOUSTON	77045	K	BOTH	100	100	M-F	257
22	WINDSOR VILLAGE COM CTR	14441 CROQUET ST	HOUSTON	77085	K	BOTH	100	100	M-F	258
23	WINDSOR VILLAGE UNITED METHODIST CHURCH	6000 HEATHERBROOK	HOUSTON	77085	K	BOTH	50	50	M-TH	259
1	BROOKSIDE GARDENS APARTMENTS	3525 S. SAM HOUSTON	HOUSTON	77047	X	BOTH	75	75	M-F	260
2	CATHEDRAL OF SAINT MATTHEW	9101 AIRLINE DRIVE	HOUSTON	77037	X	BOTH	600	24	M-F	261
3	CHAMPION TOWNHOMES ON THE GREEN	11201 VETERANS MEMORIAL D	HOUSTON	77067	X	BOTH	40	40	M-F	262
4	CHRISTIAN BIBLE ACADEMY	3222 TEXAS PKWY.	MISSOURI CITY	77489	X	LUNCHES	45	0	M-F	263
5	CITY OF WEBSTER REC CENTER	311 PENNSYLVANIA AVE.	WEBSTER	77598	X	BOTH	70	70	M-F	264

6	CITY PARC II AT WEST OAKS	3530 GREEN CREST DR.	HOUSTON	77082	X	BOTH	45	45	M-F	265
7	COLONY OF HUMBLE APARTMENTS	831 WILSON RD.	HUMBLE	77338	X	BOTH	25	25	M-F	266
8	COSTA IBIZA APT HOMES	17217 HAFFER RD	HOUSTON	77090	X	BOTH	30	35	W-F	267
9	COUNTRYSIDE VILLAGE APARTMENTS	625 WILSON ROAD	HUMBLE	77338	X	BOTH	45	45	M-F	268
10	FAIRMONT OAKS	9801 W. FAIRMONT PARKWAY	LA PORTE	77571	X	BOTH	25	25	M-F	269
11	FALLBROOK COMM. DEVELOPMENT CTR.	12512 WALTERS RD.	SPRING	77014	X	BOTH	250	250	M-F	270
12	FIRST METROPOLITAN CHURCH	8870 W. SAM HOU.PKWY.NORTH	HOUSTON	77040	X	BOTH	50	50	M-F	271
13	GOLDEN ACRES RECREATION CENTER	5001 OAK DR	PASADENA	77503	X	BOTH	37	29	M-F	272
14	GREATER NEW SOLOMON TEMPLE	10508 1/2 COSSEY RD.	HOUSTON	77070	X	BOTH	150	150	M-F	273
15	GREENSBROOK KIDS	12402 GREENSBROOK FOREST DR.	HOUSTON	77044	X	BOTH	60	60	M-F	274
16	GREENSPOINT CHRISTIAN ACADEMY	11703 WALTERS RD.	HOUSTON	77067	X	BOTH	65	65	M-F	275
17	HAVERSTOCK HILL APARTMENTS	5619 ALDINE BENDER RD	HOUSTON	77032	X	BOTH	50	50	M-F	276
18	HELPING HANDS SPECIALIZED TUTOR	322 1/2 PRESENT ST.	STAFFORD	77477	X	BOTH	25	25	M-F	277
19	HOUSE OF REFUGE CHURCH	2401 E. THOMAS AVE.	PASADENA	77506	X	BOTH	70	70	M-F	278
20	IDLEWILDE APARTMENTS	9915 FM 1960 W.	HOUSTON	77070	X	BOTH	30	0	T-TH	279
21	JENNIE RILEY CENTER	322 N. 4TH STREET	LA PORTE	77571	X	BOTH	30	30	M-F	280
22	KIDZ-N-MOTION	1062 FAIRMONT PKWY	PASADENA	77504	X	BOTH	150	150	M-F	281
23	KIMBERLY POINTE APARTMENTS	333 AIRTEX DRIVE	HOUSTON	77090	X	BOTH	24	24	M-F	282
24	KUK SOOL CHILD CARE	2827 N ALEXANDER DR	BAYTOWN	77520	X	BOTH	40	0	M-F	283
25	LAFAYETTE VILLAGE APARTMENTS	4822 E. SAM HOUSTON PARKWAY N	HOUSTON	77015	X	BOTH	50	0	M-W	284
26	LAKELAND BAPTIST CH	1651 COUNTRY VILLAGE BLVD	HUMBLE	77338	X	BOTH	60	60	M-TH	285
27	LANCASTER APARTMENTS	20100 PARK ROW	HOUSTON	77449	X	BOTH	25	25	M-TH	286
28	LAND OF THE LITTLE PEOPLE	6109 FAIRMONT PARKWAY	PASADENA	77505	X	BOTH	50	50	M-F	287
29	LIVING WORD CHRISTIAN CENTER	15518 SILVER RIDGE DR.	HOUSTON	77090	X	BOTH	100	100	M-F	288
30	MATTHEW RIDGE APARTMENTS	14551 BEECHNUT ST.	HOUSTON	77083	X	BOTH	30	30	M-F	289
31	MEADOWLANDS APTS.	12424 STEEPLWAY RD.	HOUSTON	77065	X	BOTH	40	40	T-TH	290
32	MILLSTONE APTS	23405 W FERNHURST DR	KATY	77494	X	BOTH	25	0	T-TH	291
33	MISSION WOODS APTS.	25469 BOROUGH PARK DR.	SPRING	77380	X	BOTH	24	48	M-F	292
34	MT. ROSE CHURCH OF GOD IN CHRIST	13000 CROSBY LYNCHBURG	CROSBY	77532	X	BOTH	35	35	M-TH	293
35	MO CITY BOXING	2314 TEXAS PKWY.	MISSOURI CITY	77489	X	BOTH	40	40	M-F	294
36	OAKS OF BAYTOWN	2011 WARD RD.	BAYTOWN	77520	X	BOTH	50	50	M-F	295
37	ODELL HARRISON RECREATION	415 DELTA ST.	PASADENA	77506	X	BOTH	40	40	M-F	296
38	OUR LADY OF FATIMA SCHOOL	1702 9TH STREET	GALENA PARK	77547	X	BOTH	40	40	M-F	297
39	PARK AT FALLBROOK	10155 BAMMEL N. HOUSTON	HOUSTON	77086	X	BOTH	24	24	M-TH	298
40	PARK AT WOODWIND	14333 PHILIPPINE ST.	HOUSTON	77040	X	BOTH	50	50	M-F	299
41	PEACH CREEK BAPTIST KIDS MEAL	25963 FM 1485 RD EAST	HOUSTON	77359	X	BOTH	50	50	M-TH	300
42	PETER C. FOGO RECREATION CENTER	914 HART ST.	PASADENA	77506	X	BOTH	30	30	M-F	301
43	PIEDMONT APTS	7510 DECKER DR	BAYTOWN	77520	X	BOTH	30	0	T-TH	302

44	PINE FOREST APTS.	17103 CLAY RD.	HOUSTON	77084	X	BOTH	35	35	M-F	303
45	PINNACLE APTS	10451 HUFFMEISTERS RD.	HOUSTON	77065	X	LUNCHES	50	0	M-F	304
46	PURPOSE OF VISION YOUTH ENRICHMENT	15503 FM 529 RD.	HOUSTON	77095	X	BOTH	100	100	W-F	305
47	REEDS PREPSCHOOL	12003 PENN C	HOUSTON	77532	X	BOTH	50	50	M-F	306
48	RILEY CHAMBERS COMMUNITY CENTER	808 1/2 MAGNOLIA AVE	HOUSTON	77532	X	BOTH	100	100	M-F	307
49	ROSEMONT AT BAYTOWN APARTMENTS	6033 GARTH RD.	HOUSTON	77521	X	BOTH	30	30	M-F	308
50	RUSK RECREATION CENTER	708 WITTER ST.	HOUSTON	77506	X	BOTH	40	40	M-F	309
51	SHADOW RIDGE APARTMENT HOMES	12203 OLD WALTERS RD.	HOUSTON	77014	X	BOTH	25	25	M-F	310
52	SOLID ROCK BAPTIST CHURCH	14341 LEE RD.	HOUSTON	77032	X	BOTH	40	40	M-TH	311
53	SPRUCEWOOD APARTMENTS	12101 STEEPLWAY BLVD.	HOUSTON	77065	X	BOTH	30	30	M-W	312
54	ST LEO THE GREAT CATHOLIC CH	2131 LAUDER	HOUSTON	77039	X	BOTH	130	130	M-F	313
55	ST PAUL AME CHURCH	1554 GEARS RD.	HOUSTON	77067	X	BOTH	40	40	M-F	314
56	SUGAR CREEK APARTMENT	11501 WEST ROAD	HOUSTON	77065	X	BOTH	25	0	T-TH	315
57	TALL TIMBERS LEASING OFFICE	13155 WOODFOREST BLVD	HOUSTON	77015	X	BOTH	60	60	M-F	316
58	TEMPLO GALILEA ASAMBLEAS DE DIOS	2102 CLINTON DR.	GALENA PARK	77547	X	LUNCHES	25	0	T-F	317
59	THE CATHOLIC COMMUNITY OF ST LUKE THE EVANGELIST #2	1750 RIVERSTONE RANCH DR.	HOUSTON	77089	X	BOTH	100	100	M-F	318
60	THE ENCLAVE AT COPPERFIELD	15503 F.M. 529	HOUSTON	77095	X	LUNCHES	24	0	M-F	319
61	THE FOREST APARTMENTS	22820 IMPERIAL VALLEY DR	HOUSTON	77073	X	LUNCH	24	0	T-TH	320
62	TIMBER RUN APARTMENTS HOMES	3030 HIRSCHFIELD RD.	SPRING	77373	X	BOTH	25	25	T-F	321
63	TWIN OAKS COM CENTER	3222 PASADENA BLVD	PASADENA	77503	X	BOTH	100	75	M-F	322
64	WINDSOR GARDENS HOUSING APTS.	1620 SPENCER HWY	S. HOUSTON	77587	X	BOTH	50	50	M-F	323

ATTACHMENT "B-2" SAMPLE MENU

Day 1		Day 2		Day 3		Day 4	
Baked Turkey Dog Wrap	2.0 oz	WG Bread Chicken Nuggets (6)	3.80 oz	Sliced Turkey Breast	2.0 oz	Honey BBQ Chicken Nuggets	3.0 oz
		tray pack		American Cheese	.5 oz.		
Baked W Grain Bun	2.0 oz	W G Breeding	1.5 oz	Whole Grain Bread	2 sl.	Whole Grain Bread	2.0 oz
Ketchup	1 ea.	Ketchup	1 ea.	Mayonnaise	1 pkg.		
Strawberry Craisins	1/2 cup	Whole Red Apple 3.5 oz	1/2 cup	Baby Peeled Carrots 3 oz	1/2 cup	Blueberry Craisins	1/2 cup
100% Apple Juice carton	4 oz.	100% Orange Juice Ctn	4 oz.	100% Apple Juice carton	4 oz.	100% Orange Juice Ctn	4 oz.
White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.
Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.
SNACK		SNACK		SNACK		SNACK	
WG Vanilla Bear Grahams	1 oz.	WG Apple Cinn Bear Grahams	1 oz.	WG Cinnamon Grahams	1 oz.	WG Strawberry Waffles	1 oz.
100% Juice Mixed Fruit Carton	6 oz.	100% Juice Apple Carton	6 oz.	100% Juice Mixed Fruit Carton	6 oz.	100% Juice Orange Carton	6 oz.
Menu 1		Menu 2		Menu 3		Menu 4	

Day 5		Day 6		Day 7		Day 8	
Sliced Turkey Ham	2.0 oz.	Charbroiled Beef Burger	2.4 oz	Baked Turkey Dog Wrap	2.0 oz	Honey BBQ Chicken Nuggets	3.0 oz
American Cheese	.5 oz.	American Cheese	.5 oz.				
W Grain Round Bun	2 sl.	W Grain Round Bun	2 sl.	Baked W Grain Bun	2.0 oz	Whole Grain Bread	2.0 oz
Mustard	1 pkg.	Ketchup	1 ea.	Ketchup	1 ea.		
Baby Peeled Carrots 3 oz	1/2 cup	Dried Fruit Medley	1/2 cup	Fresh Whole Orange 3.5 oz	1/2 cup	Dried Fruit Medley	1/2 cup
100% Mixed Fruit Juice ctn	4 oz.	100% Orange Juice Ctn	4 oz.	100% Apple Juice carton	4 oz.	100% Mixed Fruit Juice ctn	4 oz.
White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.
Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.
SNACK		SNACK		SNACK		SNACK	
WG LF Honey Grahams	1 oz.	WG Apple Cinn Waffle Grahams	1 oz.	WG Cinnamon Grahams	1 oz.	WG LF Honey Grahams	1 oz.
100% Juice Apple Carton	6 oz.	100% Juice Orange Carton	6 oz.	100% Juice Mixed Fruit Carton	6 oz.	100% Juice Apple Carton	6 oz.
Menu 5		Menu 6		Menu 7		Menu 8	

Day 10		Day 9		Day 11		Day 12	
Sliced Turkey Breast	2.0 oz	Sliced Turkey Ham	2.0 oz.	WG Bread Chicken Nuggets (6)	3.80 oz	WG Breaded Chicken Patty	3.1 oz
American Cheese	.5 oz.	American Cheese	.5 oz.	tray pack			
Whole Grain Bread	2 sl.	W Grain Round Bun	2 sl.	W G Breadding	1.5 oz	W Grain Round Bun	2 sl.
Mayonnaise	1 pkg.	Mustard	1 pkg.	Ketchup	1 ea.	Ketchup	1 ea.
Whole Red Apple 3.5 oz	1/2 cup	Strawberry Craisins	1/2 cup	Baby Peeled Carrots 3 oz	1/2 cup	Red Apple Slices 2 oz	1/2 cup
100% Orange Juice Ctn	4 oz.	100% Apple Juice carton	4 oz.	100% Mixed Fruit Juice ctn	4 oz.	100% Orange Juice Ctn	4 oz.
White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.	White Milk 1%	8 oz.
Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.	Utensil Kit, box, master	1 ea.
SNACK		SNACK		SNACK		SNACK	
WG Strawberry Waffles	1 oz.	WG Vanilla Bear Grahams	1 oz.	WG Choco Grahams	1 oz.	WG Apple Cinn Bear Grahams	1 oz.
100% Juice Mixed Fruit Carton	6 oz.	100% Juice Orange Carton	6 oz.	100% Juice Apple Carton	6 oz.	100% Juice Mixed Fruit Carton	6 oz.
Menu 10		Menu 9		Menu 11		Menu 12	

Sponsored by Houston Parks and Recreation Department since 1982. This program is administered by the Texas Department of Agriculture Food and Nutrition Division. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

Summer Food Service Program Meal Pattern Requirements

TDA Last Published: 06/16/2016

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish ³ or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds ⁴ or yogurt ⁵

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
¹ fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish ³ or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

Be Label Smart

Use the Nutrition Facts label and ingredients list to compare food items and choose those that are lower in sodium (salt), saturated fat, and added sugars.

Offering 2 ounces of grilled skinless chicken breast instead of 2 ounces of beef bologna can save 7 grams of saturated fat and 534 milligrams of sodium (salt). These types of simple switches help kids have eating patterns that support healthy hearts.

Nutrition Facts

Amount Per Serving		Calories from Fat 180	
Calories 218		%	
		Daily Value*	
Total Fat 20g		31%	
Saturated Fat 8g		40%	
Trans Fat 0g			
Cholesterol 39mg		13%	
Sodium 756mg		32%	
Total Carbohydrate 3g		1%	
Dietary Fiber 0g		0%	
Sugars 0g			
Protein 7g			

*Percent Daily Values are based on a 2,000 calorie diet.

Sample label for beef bologna

Nutrition Facts

Amount Per Serving		Calories from Fat 18	
Calories 92		%	
		Daily Value*	
Total Fat 2g		1%	
Saturated Fat 1g		1%	
Trans Fat 0g			
Cholesterol 47mg		16%	
Sodium 222mg		10%	
Total Carbohydrate 0g		0%	
Dietary Fiber 0g		0%	
Sugars 0g			
Protein 17g			

*Percent Daily Values are based on a 2,000 calorie diet.

Sample label for grilled skinless chicken breast

GET LESS Saturated Fat

GET LESS Sodium

Get less added sugar

You can find added sugars by looking at the ingredients list. Some names for added sugars are: **high-fructose corn syrup, glucose, sucrose, dextrose, fructose, lactose, molasses, maltose, invert sugar, malt syrup, trehalose, turbinado sugar, and corn syrup.**

Sample Lunch or Supper Menus

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOT MENU	<ul style="list-style-type: none"> Bean burrito with Summer Vegetable Salsa Garden salad with vinaigrette Strawberries** Milk* 	<ul style="list-style-type: none"> Baked Chicken Drumstick Mediterranean Quinoa Salad Cherry tomatoes Peaches Milk* 	<ul style="list-style-type: none"> Tilapia fish taco on whole-grain tortilla** with shredded cabbage and salsa Carrot sticks with Cool Cucumber Yogurt Dip Orange (sliced) Milk* 	<ul style="list-style-type: none"> Barbecued Beef or Pork** on whole-grain roll Corn on the cob Collard greens Watermelon Milk* 	<ul style="list-style-type: none"> Stir-fry summer vegetables with chicken** and brown rice** Pineapple chunks (canned in 100% juice) Milk* 
COLD MENU	<ul style="list-style-type: none"> Home Run Hummus Wrap on whole-grain tortilla** (includes bell pepper, shredded carrots, and spinach) Cucumber slices String cheese** Cantaloupe Milk* 	<ul style="list-style-type: none"> Roasted turkey** and cheese** sandwich on whole-grain sub roll with lettuce and tomato Carrot sticks with Cool Cucumber Yogurt Dip Apple slices Milk* 	<ul style="list-style-type: none"> Garden Fiesta Tuna Pockets on a whole-grain pita with kids' choice of veggie toppings String cheese** Unsweetened applesauce** Milk* 	<ul style="list-style-type: none"> Chilled quesadilla (includes sweet potato, black beans, and reduced-fat cheddar cheese** on whole-grain tortilla**) Summer Vegetable Salsa Plum Milk* 	<ul style="list-style-type: none"> Berry Jam Party Bites (includes peanut butter** on whole-grain English muffin half and fresh berries; 2 servings) String cheese** Celery Dried cherries** Milk* 

*Fat-free or low-fat (1%) unflavored or fat-free flavored. Water is also available with meals.

**USDA Foods.

POLICY ALERT



**SPECIAL
1. NUTRITION
PROGRAMS**

2. SUPPLEMENT

Date: February 27, 2004

Reference: # FBG 2004-1

To: All Holders of the Food Buying Guide (FBG)

Subject: Grains/Breads – Exhibit A

Effective Date: March 1, 2004

This Supplement replaces Policy Alerts NSLP 97-4, NSLP 97-4 Supplement and CACFP 98-7. This version of Exhibit A contains a more complete list of Grains/Breads items than the Exhibit A published in the Food Buying Guide, pages 3-15 and 3-16.

ATTACHMENT

This Supplement Remains in Effect Until Further Notice

ATTACHMENT “B-3” THE FIRST DAY

The first day is very important. It is when you introduce the children to the summer meal service. Although signs and posters around the site will help both children and neighborhood adults remember the rules, you should make certain they understand the rules. Before mealtime on the first day of your program, take time to talk with the children about the following:

- **Who may eat at the site** – children who are under 18 or younger (or others who are physically or mentally disabled and who participate in a special program for the disabled);
- **When the meals will be served;**
- **Where the meals will be served when the weather is bad;**
- **What type of meals will be served;** and
- **Why meals must be eaten at the site,** (unless your sponsor allows a piece of fruit or vegetable to be taken off-site).

Meal Pattern Requirements

The meal pattern requirements assure well-balanced, nutritious meals that supply the kinds and amounts of food that children require to help meet their nutrient and energy needs. You must make sure that meals served at sites meet the meal pattern requirements listed on the following page, **as well as any mandated changes per Texas Department of Agriculture**. Compare the menus of the meals to be served at the sites with these requirements and learn to recognize the incomplete meals.

- No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

Note: The serving sizes of food specified in the meal pattern are minimum amounts. If the administering agency approves the sponsor to serve smaller portion sizes to children under 6 years, the sponsor must meet the meal pattern specified in the (SFSP) regulation. You can obtain copies of the regulations from your State agency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service program regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum program requirements.

Additionally, you may serve one of the following items if it meet standards for milk:

- Milk shakes may be used to meet the milk components of lunches, supplements, and suppers if they contain the minimum quantity of fluid milk appropriate for the age or grade group served. Commercial milk shakes must contain the correct quantity of a grade A fluid milk. Those made with powdered milk are not creditable. If contractors serve commercial milkshakes, they must obtain documentation from state and local health officials verifying that the milkshake meets SFSP requirements. The milkshake must be defined as fluid milk in the area where served.
- Ultra High Temperature Milk (UHT) milk is a fluid(s) milk that is pasteurized by heating the milk to a minimum temperature of 280 degree Fahrenheit for two to three seconds. This temperature destroys all active pathogenic and spoilage microorganisms. UHT milk can be stored without refrigeration for three to 12 months.

- Acidified milk is a fluid milk produced by souring fluid whole, low-fat, or skim milk with an acidifying agent. Examples of acidifying agent. Examples of acidified milk are “acidified kefir milk” and “acidified acidophilus milk”.
- Cultured milk is a fluid produced by adding selected microorganisms to fluid milk to produce a special flavor and/or consistency. Examples of cultured milk are “cultured buttermilk”, “cultured kefir milk,” and “cultured acidophilus milk.”
- Lactose reduced milk is a fluid milk modified by the addition of lactase enzymes from a yeast source. People who cannot digest the lactose in milk may benefit from lactose reduced low-fat milk.

Note: Breast milk may be served at meals, snacks, or other appropriate times throughout the day in place of fluid milk for children who are breastfeeding. Breast milk should be properly identified and labeled with the child’s name and date that the milk was collected. Breast milk can only be served to the particular child designated by the parent as the nursing child.

ADDITIONAL MEAL SERVICES REQUIREMENTS

In addition to serving meals that meet the meal pattern requirements, you must:

- Ensure that children eat all meals on-site. Site personnel must supervise all children on the site while they are eating meals. Only cost for meals that children eat on-site are reimbursable. See the exception to this requirement in Item 4163, Fields Trips and Off-Site Consumption of Food, and
- Serve one meal to each child in attendance at a site prior to serving a second meal to a child.

Milk Requirements

You may serve any type of pasteurized milk, flavored or unflavored. The milk may be whole, low fat, skim, or cultured buttermilk, provided it:

- Meets state and local standards for fluid milk;
- Is served in amounts meeting appropriate program requirements; and
- Contains vitamins A and D. Low-fat and skim milk must be fortified with vitamins A and D at the levels meeting Food and Drug Administration requirements

Texas Department of Agriculture, in compliance with USDA, provides formal Menu Patterns for Breakfast, Lunch, and Snack Meals, and outlines the nutritional values and sizes of each meal item, and outlines the nutritional values and sizes of each meal item, but not by meal type. Each meal pattern identifies the category and serving size and portion and is required to meet the specifications in the CN (Child Nutrition) data. Developed menus are required to meet the nutritional values for a specific meal, i.e. a specific meal and each of its components.

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1. PARTIES	1
1.01 ADDRESS.....	1
1.02 TABLE OF CONTENTS	1
1.03 PARTS INCORPORATED.....	3
1.04 CONTROLLING PARTS.....	3
1.05 DEFINITIONS	4
1.06 SIGNATURES.....	5
ARTICLE 2. DUTIES OF CONTRACTOR.....	6
2.01 SCOPE OF SERVICES.....	6
2.02 COORDINATE PERFORMANCE.....	6
2.03 TIME EXTENSIONS.....	6
2.04 REPORTS.....	6
2.05 PAYMENT OF SUBCONTRACTORS	6
2.06 RELEASE	7
2.07 INDEMNIFICATION	7
2.08 SUBCONTRACTOR'S INDEMNITY.....	8
2.09 INDEMNIFICATION PROCEDURES	8
2.10 INSURANCE	9
2.11 WARRANTIES	10
2.12 CONFIDENTIALITY	11
2.13 USE OF WORK PRODUCTS	11
2.14 LICENSE AND PERMITS.....	11
2.15 COMPLIANCE WITH LAWS.....	12
2.16 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE .	12
2.17 MWBE COMPLIANCE.....	12
2.18 DRUG ABUSE DETECTION AND DETERRENCE	13
2.19 CONFLICTS OF INTEREST.....	14
2.20 CONTRACTOR'S PERFORMANCE	14
2.21 ADDITIONS AND DELETIONS	14
2.22 CHANGES	15
2.23 ENVIRONMENTAL LAWS	16
2.24 ANTI-BOYCOTT OF ISRAEL	17
2.25 ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES.....	17
ARTICLE 3. DUTIES OF CITY.....	18
3.01 PAYMENT TERMS	18
3.02 TAXES	18
3.03 METHOD OF PAYMENT.....	18
3.04 LIMIT OF APPROPRIATION	18
3.05 ACCESS TO SITE.....	19
3.06 ACCESS TO DATA	19
ARTICLE 4. TERM AND TERMINATION.....	20
4.01 AGREEMENT TERM	20
4.02 NOTICE TO PROCEED	20

4.03	RENEWALS	20
4.04	TERMINATION FOR CONVENIENCE BY CITY	20
4.05	TERMINATION FOR CAUSE BY CITY	21
4.06	TERMINATION FOR CAUSE BY CONTRACTOR	21
4.07	REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS	22
ARTICLE 5.	MISCELLANEOUS	22
5.01	INDEPENDENT CONTRACTOR.....	22
5.02	FORCE MAJEURE.....	22
5.03	SEVERABILITY	23
5.04	ENTIRE AGREEMENT.....	23
5.05	WRITTEN AMENDMENT	23
5.06	GOVERNING LAW AND VENUE	23
5.07	NOTICES	24
5.08	CAPTIONS.....	24
5.09	NON-WAIVER.....	24
5.10	INSPECTIONS AND AUDITS.....	24
5.11	ENFORCEMENT.....	25
5.12	AMBIGUITIES	25
5.13	SURVIVAL	25
5.14	PUBLICITY.....	25
5.15	PARTIES IN INTEREST.....	25
5.16	SUCCESSORS AND ASSIGNS	25
5.17	BUSINESS STRUCTURE AND ASSIGNMENTS	25
5.18	REMEDIES CUMULATIVE.....	26
5.19	CONTRACTOR DEBT.....	26
5.20	SUSPENSION AND DEBARMENT	26
5.21	DHL SEAL, LOGO, AND FLAGS.....	27
5.22	USE OF PRODUCTS.....	27
5.23	BYRD ANTI-LOBBYING AMENDMENT	27
5.24	CONTRACT WORK AND SAFETY STANDARDS	27
5.25	PRESERVATION OF CONTRACTING INFORMATION.....	28

EXHIBITS

- “A” DEFINITIONS
- “B” SCOPE OF SERVICES
- “C” DRUG POLICY COMPLIANCE AGREEMENT
- “D” CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- “E” DRUG POLICY COMPLIANCE DECLARATION
- “F” FEES AND COSTS
- “G” EQUAL EMPLOYMENT ORDINANCE
- “H” DEBARMENT AND SUSPENSION CERTIFICATION
- “I” BYRD ANTI-LOBBYING CERTIFICATION

1.03 **PARTS INCORPORATED**

1.03.1 The above-described sections and exhibits are incorporated into this Agreement.

1.04 **CONTROLLING PARTS**

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **DEFINITIONS**

1.05.1 Certain terms used in this Agreement are defined in Exhibit "A".

1.06 **SIGNATURES**

1.06.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):**

Name:
Title:

CONTRACTOR:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Houston Parks and Recreation
Department

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

Chief Procurement Officer

This Agreement has been reviewed as to form by the undersigned and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

APPROVED AS TO FORM:

Legal Assistant
Date: _____

Assistant City Attorney
L.D. File No. _____

ARTICLE 2. DUTIES OF CONTRACTOR

2.01 **SCOPE OF SERVICES**

2.01.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

2.02 **COORDINATE PERFORMANCE**

2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

2.03 **TIME EXTENSIONS**

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.04. **REPORTS**

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

2.05 **PAYMENT OF SUBCONTRACTORS**

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through, or under Contractor in the performance of this Agreement.

2.05.2 **IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR**

LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.

2.05.3 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

2.06 RELEASE

2.06.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

2.07 INDEMNIFICATION

2.07.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.07.1.1 THROUGH 2.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

2.07.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.08 SUBCONTRACTOR'S INDEMNITY

2.08.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.09 INDEMNIFICATION PROCEDURES

2.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within 30 days. The notice must include the following:

2.09.1.1 a description of the indemnification event in reasonable detail;

2.09.1.2 the basis on which indemnification may be due; and

2.09.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

2.09.2 Defense of Claims

2.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

2.10 **INSURANCE**

2.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for: (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos
Professional Liability (if applicable)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

2.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

2.10.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) be an eligible non-admitted insurer in the State of

Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

2.10.4 **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 **Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

2.11 **WARRANTIES**

2.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

2.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

- 2.11.2.1 that all items are free of defects in title, design, material, and workmanship;
- 2.11.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;
- 2.11.2.3 that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and
- 2.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

2.12 **CONFIDENTIALITY**

2.12.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

2.13. **USE OF WORK PRODUCTS**

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 **LICENSES AND PERMITS**

2.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

2.15 **COMPLIANCE WITH LAWS**

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

2.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

2.16.2 The provisions set out in Exhibit "G" relating to Equal Employment Opportunity and attached to this Contract are hereby incorporated by reference herein for all purposes as fully and completely as if set forth verbatim herein.

2.16.3 Contractor shall comply with the applicable Equal Opportunity Clause required by the United States of America, including but not limited to the provisions of 41 CFR § 60-1.4(b). These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 41 CFR § 60-1.4(b), as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in **Exhibit "G"**.

2.17 **MWBE COMPLIANCE**

2.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE subcontractor] shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director (the "Director").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform: (i) audits of the books and records of the subcontractor; and (ii) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least 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.

Within five Business Days of execution of this subcontract, 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.

Any controversy between the Parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

2.17.3 Contractor shall adhere to and comply with 2 CFR 200.321 if subcontracts are to be let under this agreement. The Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible, pursuant to 2 CFR Section 200.321. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

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

2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

2.18.2.1 a copy of its drug-free workplace policy;

2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and

2.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".

- 2.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 2.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

- 2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. The City Controller shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 Business Days after receipt of Contractor's notice. If the City Controller issues a non-consent letter, Contractor shall immediately terminate its representation, potential or otherwise, of the other client(s) whose interests are or may be in conflict with those of the City.

2.20. **CONTRACTOR'S PERFORMANCE**

- 2.20.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

2.21. **ADDITIONS AND DELETIONS**

- 2.21.1 Additional Products and Services. Subject to the allocation of funds, the CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or

locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "F").

2.21.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.21.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.21.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

2.21.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.22. **CHANGES**

2.22.1 At any time during the Agreement Term, the CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2.22.2 The CPO will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of CPO]

- 2.22.3 The CPO may issue more than one Change Order, subject to the following limitations:
- 2.22.3.1 The City Council expressly authorizes the CPO to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 2.22.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 2.22.3.3 The total of all Change Orders issued under this section may not increase the original contract amount by more than 25%.
- 2.22.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The CPO's decision regarding a time extension is final.
- 2.22.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 2.22.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

2.23 **ENVIRONMENTAL LAWS**

- 2.23.1 Contractor shall comply with all rules, regulations, statutes, and orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (the "Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws.
- 2.23.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

- 2.23.3 Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
- 2.23.4 Contractor shall report all violations to the City, Texas Division of Emergency Management, and the regional office of the Environmental Protection Agency.
- 2.23.5 Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Agriculture.
- 2.23.6 Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).

2.24 **ANTI-BOYCOTT OF ISRAEL**

- 2.24.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.25 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

- 2.25.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

ARTICLE 3. DUTIES OF CITY

3.01 **PAYMENT TERMS**

3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F". The fees must only be paid from Allocated Funds as provided below.

3.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount

Payment Time - 20 Days: 1% Discount

3.01.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

3.02 **TAXES**

3.02.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.03 **METHOD OF PAYMENT**

3.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices. If the City disputes any item in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After any dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.04 **LIMIT OF APPROPRIATION**

3.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its

entirety by the provisions of this Section.

3.04.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

3.05 ACCESS TO SITE

3.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

3.06 ACCESS TO DATA

3.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make

copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

3.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

3.06.3 For any raw data created, assembled, used, maintained, collected, or stored by Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both Parties at no additional cost to the City.

ARTICLE 4. TERM AND TERMINATION

4.01. AGREEMENT TERM

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for one (1) year, unless sooner terminated under this Agreement (the "Initial Term").

4.02. NOTICE TO PROCEED

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

4.03. RENEWALS

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for four (4) successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

4.04. TERMINATION FOR CONVENIENCE BY CITY

4.04.1 The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

4.05. **TERMINATION FOR CAUSE BY CITY**

4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies that exist now or in the future. Default by Contractor occurs if:

4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

4.05.1.2 Contractor becomes insolvent;

4.05.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

4.05.1.4 a receiver or trustee is appointed for Contractor.

4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and promptly cancel all orders or subcontracts chargeable to this Agreement.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing

the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

ARTICLE 5. MISCELLANEOUS

5.01 **INDEPENDENT CONTRACTOR**

5.01 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

5.02 **FORCE MAJEURE**

5.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

5.02.2 This relief is not applicable unless the affected Party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other Party with prompt written notice of the cause and its

anticipated effect.

5.02.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days.

5.02.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

5.03.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

5.04 **ENTIRE AGREEMENT**

5.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.05 **WRITTEN AMENDMENT**

5.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.06 **GOVERNING LAW AND VENUE**

5.06.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

5.06.2 Contractor acknowledges that the U.S. Department of Agriculture's (USDA) financial assistance will be used to fund this Agreement.

5.06.3 Contractor shall comply with all applicable federal law, regulations, executive orders, USDA's policies, procedures and directives.

5.06.4 The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Owner, the Contractor, or any other party pertaining to any matter resulting from this Agreement.

5.06.5 Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

5.07 **NOTICES**

5.07.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

5.08 **CAPTIONS**

5.08.1 Captions contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.09 **NON-WAIVER**

5.09.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 City representatives may perform, or have performed: (i) audits of Contractor's books and records; and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.10.2 Contractor shall provide the Director, USDA, the Texas Department of Agriculture, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books, documents, papers, and

records available for this purpose for at least five years after this Agreement terminates or expires.

5.10.3 Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.10.4 Contractor shall provide USDA or its authorized representatives access to work sites pertaining to the work being completed under this Agreement.

5.11 **ENFORCEMENT**

5.11.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

5.12 **AMBIGUITIES**

5.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

5.13 **SURVIVAL**

5.13.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

5.14 **PUBLICITY**

5.14.1 Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

5.15 **PARTIES IN INTEREST**

5.15.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing

in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

5.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

5.18 **REMEDIES CUMULATIVE**

5.18.1 If default occurs, then the City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the City shall have the right, but not the obligation, to cure or cause to be cured on behalf of Contractor any such default, and Contractor shall pay the City on demand all costs and expenses incurred by the City in effecting such cure, in addition to all damages, losses, costs or expenses incurred by the City as a result of such default by Contractor.

5.18.2 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

5.20 **SUSPENSION AND DEBARMENT**

5.20.1 Contractor acknowledges that this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the consultants, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered

transaction it enters into so as to verify that none of any such consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Such certifications are a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C, then in addition to remedies available to the City, the State of Texas, and the Federal Government (including any department, agency or division thereof) may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including but not limited to offers from bidders or proposers, to require their agreement to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while their offer is valid and throughout the period of any contract that may arise from their offer or proposal. (Exhibit " H")

5.21 DHS SEAL, LOGO, AND FLAGS

5.21.1 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.

5.22 USE OF PRODUCTS

5.22.1 In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

5.22.2 Contractor shall abide by the list of EPA-designated items available on EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5.23 BYRD ANTI-LOBBYING AMENDMENT

5.23.1 For any bid, offer, or agreement exceeding \$100,000, Contractor shall file with the City a Certification Regarding Lobbying substantially in the form set out in Exhibit "I".

5.23.2 Contractor shall comply with 31 U.S.C. § 1352 and include a requirement to comply with these regulations in any subconsultant or lower tier covered transaction it enters into.

5.24 CONTRACT WORK AND SAFETY STANDARDS.

5.24.1 Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5), including all of the following requirements:

- 5.24.2 Overtime requirements. No Contractor or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 5.24.3 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 3.21.1 of this section the Contractor and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subconsultant shall be liable to the United States (for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 2.21.1 of this section.
- 5.24.4 Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subconsultant under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 5.24.2 of this section.
- 5.24.5 Subcontracts. Contractor shall insert in any subcontracts the clauses set forth in paragraph 5.24.1 through 5.24.4 of this section and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs 5.24.1 through 5.24.4 of this section.

5.25 **PRESERVATION OF CONTRACTING INFORMATION**

- 5.25.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Contractor agrees that this Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13,

Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

5.25.2 If Contractor fails to comply with any one or more of the requirements of this Section, PRESERVATION OF CONTRACTING INFORMATION, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the City's Chief Procurement Officer. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

EXHIBIT "A"

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "Chief Procurement Officer" ("CPO") means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
4. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
6. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
7. "Director" means the Director of the City of Houston Parks and Recreation Department or such other person as he or she designates.
8. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
9. "Effective Date" means the date this Agreement is countersigned by the City Controller.
10. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
11. "Party" or "Parties" means one or all of the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF SERVICES

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT "D"

**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or
(Name) (Print/Type) (Title)
officer of _____ (Contractor) (Name of Company), have personal knowledge and full
authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, _____.

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

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.
Employees have been notified of such procedures.

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

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

_____ From _____ [Start date] to _____ [End date] the following test has occurred:
Initials

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

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

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

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

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "F"
FEES AND COSTS

EXHIBIT G

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE

I. SCOPE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of \$10,000.00 or more shall incorporate the following equal employment opportunity clause.

II. REQUIREMENTS

1. The Contractor, subconsultant, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, or age. The Contractor, subconsultant, 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, sexual orientation, gender identity, national origin, or age. Such action will include, but 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, subconsultant, 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, subconsultant, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, or age.
3. The Contractor, subconsultant, vendor, supplier, or lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the Contractor's and subconsultant's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor, subconsultant, 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 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, subconsultant, 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 as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, subconsultant, vendor,

supplier, or lessee.

6. In the event of the Contractor's, subconsultant's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, subconsultant, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subconsultant or vendor. The Contractor will take such action with respect to any subconsultant 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 subconsultant 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 each of his subconsultants, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subconsultant.

EXHIBIT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Vendor is required to confirm that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Vendor (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
- 1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 4 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 5 The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6 A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 7 Nothing contained in 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT I

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Date)

(Typed or Printed Name)

(Signature)

(Title)