

## **INVITATION**

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Request for Qualifications (RFQ) from vendors experienced in providing Catered Food Services for Agency Meetings at various locations.

Mental Health Mental Retardation Authority of Harris County invites your firm to submit a RFQ. If you are interested in submitting a RFQ, please adhere to the *General Instructions and Requirements* as outlined in the enclosed Request for Qualification.

Vendors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly.

In accepting qualifications, MHMRA reserves the right to reject any and all qualifications and to waive any requirements in order to take the action, which it deems to be in the best interest of MHMRA.

We greatly appreciate your efforts and look forward to reviewing your submission.

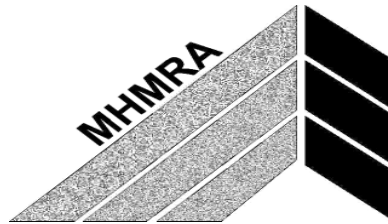
*Nina M. Cook*

Nina M. Cook, MBA, CPPB  
Purchasing Manager  
MHMRA, Harris County

# **Request For Qualification**

\*\*\*\*\*

## **Catered Food for Agency Meetings**



**Mental Health Mental Retardation Authority of Harris County**

**APRIL 2010  
PROJECT# 10/008**

**MHMRA, Harris County  
Purchasing Department  
7011 Southwest Freeway  
Houston, Texas 77074**

# Table of Contents

	<b><u>Section</u></b>	<b><u>Page</u></b>
I.	Overview	1
II.	Request For Qualification (RFQ) Time Line of Events	2
III.	General Instructions	3
IV.	RFQ Stipulations & Requirements	6
V.	Insurance Requirements	8
VI.	RFQ Evaluation	10
VII.	RFQ Contents	12
VIII.	Specialized Services To Be Provided	13
IX.	RFQ Reply Page	13
X.	Signature Page	17
XI.	Attachments (s)	18
	A. Sample Contract	
	B. HUB Subcontracting Plan (Historically Underutilized Business)	
	C. Deviation Form	
	D. Notice “Not To Participate” Form	
	E. MHMRA Locations	
	F. Form W-9, Rev. October 2007, Request for Taxpayer Identification Number and Certification <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>	

## **SECTION I – OVERVIEW**

### **BACKGROUND AND OBJECTIVES**

The Mental Health Mental Retardation, Authority of Harris County (MHMRA) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (38) thirty eight thousand Harris County residents each year.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as “contractor” or “vendor” to submit QUALIFICATIONS for providing **Catered Food Services for Agency Meetings**.

MHMRA is the largest community based provider of clinical services to mental health and mental retardation consumers in the United States. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of \$120 million. The Agency has fixed pricing budgets and all pricing/discounts quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

The annual spend for Catered Food for Meetings throughout the Agency was approximately \$35,000.00. MHMRA provides no guarantees of future spend, but we do encourage vendors to consider this factor in submitting their most aggressive prices/discounts.

The contract period is anticipated to begin with an **Initial Period with three (3) one-year renewal options** at the discretion of MHMRA, provided the contractor has satisfactory performance and service.

The selected contractor shall:

- Prepare all food and meals in their off-site facility;
- Provide all required food items in the highest quality at an acceptable cost;
- Provide Quality Control and related record keeping to assure continuance of all certifications and Licensure;
- Comply with all applicable codes, standards and Texas Department of Health regulations;
- Provide all materials, supplies, equipment and carts for transporting the meals and maintaining them at a sanitary temperature within Health Department standards and codes;
- Maintain appropriate bonding, workers compensation, liability insurance, and any additional necessary insurance on all contractor personnel;
- Provide a variety of Catered Meals (cold or hot foods, desserts, and drinks etc.) for Agency Meetings.

**SECTION II – Request for Qualification TIME LINE OF EVENTS**

<b>Release of RFQ to Prospective Providers of Service</b>	<b>Monday, April 12, 2010</b>
<b>RFQ Question &amp; Answer Period</b>	April 19-22, 2010
<i>Receive Questions from Prospective Providers</i>	Monday, April 19, 2010 <b>by 4:30 P.M.</b>
<i>Response to Questions from MHMRA's Project Team</i>	Thursday, April 22, 2010 <b>by 4:30 P.M.</b>
<b>RFQ Deadline (Original and Copies Submitted)</b>	<b>Wednesday, April 28, 2010 by 10:00 A.M.</b>
<b>Anticipated Board Approval</b>	Tuesday, June 22, 2010

## **SECTION III - GENERAL INSTRUCTIONS**

### **A. Questions**

*Deadline for questions from Vendors: Monday, April 19, 2010 by 4:30 p.m.*

*Deadline for Response to Questions: Thursday, April 22, 2010 by 4:30 p.m.*

All questions concerning the RFQ specifications must be submitted in writing and faxed to the following team members or emailed to Sharon Brauner:

**Joycie Sheba, Buyer II**

Ofc: (713) 970-7116

Fax: (713) 970-7682

Email: [joycie.sheba@mhmraharris.org](mailto:joycie.sheba@mhmraharris.org)

**CC:**

**Sharon Brauner**

Office: (713) 970 - 7279

Buyer III, Senior Purchasing Coordinator

E-mail: [sharon.brauner@mhmraharris.org](mailto:sharon.brauner@mhmraharris.org)

### **B. Submittal Procedure**

The RFQ, subject to all conditions and specifications attached hereto, **must be signed in INK** by a person or officer of the company submitting the RFQ that is authorized to enter into contractual agreements on behalf of the company. *RFQ's received unsigned will not be accepted.*

#### **Hard Copy Submission**

Deadline to submit "***Final RFQ***" is **Wednesday, April 28, 2010 @ 10:00 a.m.** The original RFQ, signed in ink, five (5) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA, Harris County

Purchasing Department

Attn: Sharon Brauner, Senior Buyer

7011 Southwest Freeway, Houston, Texas 77074

**"Request for Qualification for Catered Food for Agency Meetings"**  
**DO NOT OPEN UNTIL WEDNESDAY, APRIL 28 @ 10:00 A.M.**

*No RFQ will be accepted after the stated deadline.*

#### **Electronic Submission**

Vendor must submit a PDF attachment to an e-mail inclusive of all documentation as requested in this RFQ. The e-mail must be received by 10:00 AM (CST) on Wednesday, April 28, 2010. The PDF must include a scanned image of the signature page of this packet signed by an authorized person or officer of the company submitting a response to this RFQ who is authorized to enter into contractual agreements on behalf of the company.

*E-mails must bear the following subject line: **Response to MHMRA of Harris County- Catered Food for Agency Meetings RFQ due Wednesday, April 28, 2010 by 10:00 A.M.***

All e-mailed submissions *will be acknowledged by return e-mail.*

*All respondents submitting electronically must retain the original signature pages and make them available to MHMRA of Harris County upon request.*

Respondents may mail, email or personally deliver their response to this RFQ to the Purchasing Department of MHMRA at the above address. MHMRA will not be responsible for any documents(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason. RFQ responses shall include all documentation as requested in the Request for Qualification document.

### **C. Non-Discrimination Policy Statement**

The Mental Health Mental Retardation Authority of Harris County does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

### **D. Immigration Reform and Control Act**

The successful vendor shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

### **E. References**

All interested parties will be required to submit with their RFQ a minimum of three (3) local references where interested party has provided service (within the last six months) that pertain to this type of project/service. References shall include company name, address, telephone number, fax number, contact person and email address. The interested parties must agree to authorize clients to furnish any information required by MHMRA to verify references provided, and for determining the quality and timeliness of previous work performed.

### **F. RFQ Guarantee/Award Procedure**

It is anticipated that a recommendation for award for this RFQ will be made no more than thirty (30) days after the **RFQ DUE DATE**. All interested parties are required to guarantee their fees/pricing as an **irrevocable offer valid for ninety (90) days after the RFQ due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award for any or all items/services listed in each RFQ, shall have the right to reject any and all RFQ documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposed fee and shall be allowed to accept the total proposed fee of any one contractor.

### **G. Permits/Licensure**

The vendor shall submit with their RFQ, a copy of any and all permits, licenses, certifications, registrations, as required by authorities having jurisdiction; local, state, county, and/or federal.

### **H. Financial Information**

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

## **I. Payments**

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should indicate purchase order number, description of purchased item, unit and total price, discount terms and include vendor's name and return remittance address.

## **J. Price Adjustments**

Vendor will be required to honor their proposed prices/discounts for the term of the contract period.

## **K. Historically Under-Utilized Business (HUB)**

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for constructions, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate.

If your firm is not certified, please submit *Attachment B*, if you intend to subcontract services. If not, write "none" on Attachment *B* and submit it.

## **L. Minority / Women and /or Disadvantaged Business**

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Business (M/W/DBE's) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE certificate.

## **M. Direct or Indirect Assignment**

The successful vendor will not be permitted to directly or indirectly assign rights and duties under the contract without express approval by MHMRA.

## **N. Form W-9**

Vendors are to complete Form W-9 and Submit with their Proposal documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf> (Attachment F)

## **SECTION IV - RFQ STIPULATIONS AND REQUIREMENTS**

### **A. Modification or Withdrawal of Proposals**

Any RFQ may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

### **B. Offer and Acceptance Period**

RFQ documents must be an irrevocable offer valid for ninety (90) days after the RFQ opening.

### **C. Late Submittals**

RFQ documents received after the stated deadline shall be deemed late and will not be considered.

### **D. Irregularities**

Except as otherwise stated in this Request for Qualification, evaluation of all RFQ's will be based solely upon information contained in the vendor's response to this RFQ. MHMRA shall not be held responsible for errors, omissions or oversights in any vendor's response to this RFQ. MHMRA may waive technical irregularities, which do not alter the price or quality of the services.

MHMRA shall have the right to reject RFQ's containing a statement, representation, warranty or certification which is determined by MHMRA and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any RFQ response.

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this RFQ does not, in and of itself, preclude acceptance by MHMRA of the RFQ response. All responses to this RFQ will be evaluated as a whole in the best interests of MHMRA.

### **E. Oral Presentations**

Any vendor that submits a RFQ in response to this request may be required to make an oral presentation for further clarification upon MHMRA's request. Qualified finalist may be required to provide samples from their meal menus.

### **F. Amendments**

If it becomes necessary to revise any part of this RFQ package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via faxed amendment or e-mail.

### **G. Availability**

After opening, each RFQ, except those portions for which a vendor has included a written request for confidentiality (e.g., proprietary information), shall be open to public inspection.

## **H. Retention of RFQ's**

All responses received to this RFQ and considered by MHMRA shall become the property of MHMRA and shall not be returned.

## **I. Notice "Not to Participate" Form**

Vendors must respond to the RFQ request whether they can or cannot provide the products, supplies and/or services listed in the RFQ request. *Providers who respond to this RFQ invitation will remain on our mailing list. Providers making no response may be removed from our mailing list for future projects. (See Attachment D)*

## **J. Incurred Expenses**

MHMRA shall not be responsible for expenses incurred by a vendor in the preparation and submission of a response to this RFQ. This provision also includes any costs involved in providing an oral presentation and/or food samples from their meal menus.

## **K. Local Office**

The successful vendor will be required to have a local Houston area office. Preference will be given to vendors with offices, which have been established and operational, long before this Request for Qualification.

## **L. Locations**

MHMRA has various locations throughout Harris County. The successful vendor should not have geographical limitations. (See Attachment E)

## **M. Deviation Form**

Each RFQ shall contain a Deviation Form, which states the perspective vendor's commitment to the provision of this Request for Qualification. An individual authorized to execute contracts shall sign the Deviation Form. Any exception taken to the terms and conditions identified in this RFQ package must be expressly stated in the Deviation Form. (See Attachment C)

## **N. Subcontractors**

All provisions and/or stipulations within this Request for Qualification also apply to any authorized subcontractors.

## **O. Term of Contract**

The contract period is anticipated to begin **with an Initial Period with three (3) one-year renewal options** at the discretion of MHMRA, provided the contractor has satisfactory performance and service.

## **P. Pricing (Fees, Discounts and Billing Practices)**

Each vendor shall provide responses to the "RFQ Reply Page" regarding any fees, discounts, billing practices, total pricing and or fees and delivery applicable for the provision of required services.

## **SECTION V - INSURANCE REQUIREMENTS**

### **A. Policies, Coverages, and Endorsements.**

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

- 1- Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
  
- 2 - Workers' Compensation & Employers' Liability if applicable

Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
  
- 3 - Professional Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
  
- 4 - Automobile Liability

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
--	-----------------------------------

### **B. Insured Parties**

All Policies shall contain a provision naming the Agency (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

### **C. Subrogation**

All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

### **D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

### **E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. *Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

**F. Indemnification**

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

**SECTION VI – RFQ EVALUATION PROCESS**

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to MHMRA. Each item has been assessed a percentage upon which the final score will be determined. A total of 100 percentage points for the following items will be considered a perfect score.

The following will be significant factors in evaluating RFQ’s, but the evaluation will not be limited to these items when making a final recommendation.

A	Overall Program Concept	20%	Indication that the firm has a well-defined concept and program structure for all components of service desired by MHMRA.
B	Cost	20%	Low cost/discounts will be a determining factor in the evaluation process.
C	Quality of Food	20%	High quality food is required to be acceptable for the full term of the contract. Provide proof of quality food.
D	Delivery	20%	On time delivery is imperative to this contract. The contractor will provide all required delivery equipment necessary to transport meals. Provide information on how on time delivery is guaranteed.
E	Customer Satisfaction	20%	Documentation of past performance in projects of this magnitude resulting in customer satisfaction. The quality of responses from references in the Houston area.

Your RFQ shall include responses to the following questions:

**A. Overall Program Concept**

- Do you comply with all applicable codes, standards and Texas Dept. of Health regulations? OSHA Requirements? FDA Requirements?
- Can you provide hot & cold food; desserts and drinks for catered meals for meetings?
- Did you provide a **Menu or Catering List** of food & drinks you can provide?
- Can you bill all meals for meetings to a Purchase Order by Cost Center?
- Do you have online ordering capabilities?
- How many locations do you currently have in Harris County?
- Do you have any existing contracts with other Harris County agencies? If yes list contracts.
- Can Catered Meals for Meetings be ordered from any of your locations under this contract?
- Do you maintain appropriate bonding, workers compensation, liability insurance, and any additional necessary insurance on all contractor personnel?
- Describe your current policies, procedures and practices regarding discharge of the safety function.
- Provide the days of the week (ex: Sat-Sun off Monday) and hours in a day (ex: 10:00 a.m.- 9:00 p.m.) you are open/available for Catering Food for meetings.

**B. Cost**

- Have you provided your most aggressive pricing/DISCOUNTS?

**C. Quality of Food**

- Do you have a Quality Control program? If yes please explain.
- Can you provide all materials, supplies, equipment and carts for transporting the meals and maintaining them at a sanitary temperature within Health Department standards and codes?
- What hygiene procedures do you require of your employees prior to food preparation?

**D. Delivery**

- Do you track on time delivery? If yes explain how.
- Do you have qualified personnel to provide & deliver required Catered Meals for meetings daily?

**E. Customer Satisfaction**

- Describe most recent projects of this magnitude and resulting customer satisfaction.
- How do you handle customer service issues or problems?

## **SECTION VII - RFQ CONTENTS**

### **Title Page:**

- Name of vendor, local address, telephone number, fax number, e-mail address and contact name.

### **Table of Contents:**

#### **All RFQ's must include the following information:**

- Clear identification of information by section and page.
- Lists of at least (3) three references, including contact person, telephone number, fax number and email address.
- Identification of all services provided.

### **RFQ:**

- Vendor must provide a brief history of company and ownership, date started business, current total number of employees, employee turnover rate and include any special accommodations/services that could be provided.
- Description of services available under this RFQ including delivery, etc.
- Vendor must supply a list of available food, drink and snack items and prices/discounts.
- Must bear the **Original Signature** of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their RFQ, brochures, menus, or any additional descriptive information about their services, which they believe, might be helpful.
- All RFQ's must be submitted with one original and five (5) copies and an electronic copy (CD-Rom or Floppy), mailed or delivered in a sealed envelope to MHMRA of Harris County. See page 3 & 4, of RFQ for instructions on electronic submission via email.

### **Additional documents to be submitted:**

- Contractor must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list
- Proof of Insurance
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate if applicable. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- **Provide Menus/Catered Food List**
- Deviation From (Attachment C)
- Notice "Not to Participate" Form (Attachment D)
- Policy & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to MHMRA properties.
- Complete Form W-9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**\*\*PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS.\*\***

**SECTION VIII - SPECIALIZED SERVICES TO BE PROVIDED**

**SCOPE: CATERED FOOD FOR AGENCY MEETINGS**

This project covers the provision for Hot or Cold Catered Food, Desserts and Drinks etc. that may be served for any meal during the day, and/or on an as needed basis for Agency Meetings. These catered meals may be delivered to various MHMRA locations. Majority of the meetings will be held at the MHMRA Headquarters. (See MHMRA Locations Attachment E)

**SECTION IX -RFQ REPLY PAGE**

**CATERED FOOD FOR AGENCY MEETINGS**

\*\*\*\*\*

**RFQ Closing: 10:00 a.m., Wednesday, April 28, 2010**

**Submitted by: \_\_\_\_\_**

The contract period is anticipated to begin **with an initial period with three (3) one-year renewal options** at the discretion of MHMRA, provided the contractor has satisfactory performance and service.

**For Contract Period: Initial Period –8/31/2011**

**A. Provide percentage DISCOUNT off MENU price for ALL food items and drinks in the following format for CATERED FOOD FOR AGENCY MEETINGS:**

- Food/Drinks for 0 - 10 people \_\_\_\_\_ %
- Food/Drinks for 11-25 people \_\_\_\_\_ %
- Food/Drinks for 26-36 people \_\_\_\_\_ %
- Food/Drinks for 37-50 people \_\_\_\_\_ %
- Food/Drinks for 50-75 people \_\_\_\_\_ %
- Food/Drinks for 100 + people \_\_\_\_\_ %
- Delivery Charge \$ \_\_\_\_\_ per delivery (If applicable)
- Other Charges \$ \_\_\_\_\_ (If applicable)
- Other Discounts \_\_\_\_\_ (ex: Prompt Payment, etc.)

**For Contract Period: 9/1/2011 –8/31/2012**

**B. Provide percentage DISCOUNT off MENU price for ALL food items and drinks in the following format for CATERED FOOD FOR AGENCY MEETINGS:**

- Food/Drinks for 0 - 10 people \_\_\_\_\_ %
- Food/Drinks for 11-25 people \_\_\_\_\_ %
- Food/Drinks for 26-36 people \_\_\_\_\_ %
- Food/Drinks for 37-50 people \_\_\_\_\_ %

**SECTION IX -RFQ Reply Page (Con't)**

Food/Drinks for 50-75 people \_\_\_\_\_ %  
Food/Drinks for 100 + people \_\_\_\_\_ %  
Delivery Charge \$ \_\_\_\_\_ per delivery (If applicable)  
Other Charges \$ \_\_\_\_\_ (If applicable)  
Other Discounts \_\_\_\_\_ (ex: Prompt Payment, etc.)

**For Contract Period: 9/1/2012 – 8/31/2013**

**C. Provide percentage DISCOUNT off MENU price for ALL food items and drinks in the following format for CATERED FOOD FOR AGENCY MEETINGS:**

Food/Drinks for 0 - 10 people \_\_\_\_\_ %  
Food/Drinks for 11-25 people \_\_\_\_\_ %  
Food/Drinks for 26-36 people \_\_\_\_\_ %  
Food/Drinks for 37-50 people \_\_\_\_\_ %  
Food/Drinks for 50-75 people \_\_\_\_\_ %  
Food/Drinks for 100 + people \_\_\_\_\_ %  
Delivery Charge \$ \_\_\_\_\_ per delivery (If applicable)  
Other Charges \$ \_\_\_\_\_ (If applicable)  
Other Discounts \_\_\_\_\_ (ex: Prompt Payment, etc.)

**For Contract Period: 9/1/2013 – 8/31/2014**

**D. Provide percentage DISCOUNT off MENU price for ALL food items and drinks in the following format for CATERED FOOD FOR AGENCY MEETINGS:**

Food/Drinks for 0 - 10 people \_\_\_\_\_ %  
Food/Drinks for 11-25 people \_\_\_\_\_ %  
Food/Drinks for 26-36 people \_\_\_\_\_ %  
Food/Drinks for 37-50 people \_\_\_\_\_ %  
Food/Drinks for 50-75 people \_\_\_\_\_ %  
Food/Drinks for 100 + people \_\_\_\_\_ %  
Delivery Charge \$ \_\_\_\_\_ per delivery (If applicable)  
Other Charges \$ \_\_\_\_\_ (If applicable)  
Other Discounts \_\_\_\_\_ (ex: Prompt Payment, etc.)

**For each category provide the amount of food provided as follows: (If not applicable note with N/A)**

**SECTION IX -RFQ Reply Page (Con't)**

**Vegetable Tray:**

Food for 0 - 10 people \_\_\_\_\_ Pounds  
Food for 11-25 people \_\_\_\_\_ Pounds  
Food for 26-36 people \_\_\_\_\_ Pounds  
Food for 37-50 people \_\_\_\_\_ Pounds

List all variety of Vegetables on each Tray\_\_\_\_\_

**Fruit Tray:**

Food for 0 - 10 people \_\_\_\_\_ Pounds  
Food for 11-25 people \_\_\_\_\_ Pounds  
Food for 26-36 people \_\_\_\_\_ Pounds  
Food for 37-50 people \_\_\_\_\_ Pounds

List all variety of Fruit on each Tray\_\_\_\_\_

List the Grade of Fruit on Fruit Tray\_\_\_\_\_ (name brands)

**Meat & Cheese Tray:**

Food for 0 - 10 people \_\_\_\_\_ Pounds per Item  
Food for 11-25 people \_\_\_\_\_ Pounds per Item  
Food for 26-36 people \_\_\_\_\_ Pounds per Item  
Food for 37-50 people \_\_\_\_\_ Pounds per Item

List what is included on the Meat & Cheese Tray\_\_\_\_\_

List items other than Meat & Cheese included with this Tray\_\_\_\_\_

**Sandwich Tray:**

List Sandwich Meat Portion Size\_\_\_\_\_ Ounces per Sandwich

List each item included on the Sandwich Tray:\_\_\_\_\_

**Hot Meal Dishes:**

List portion size per person for Chicken Breast Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Lamb or Beef Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Seafood Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Pasta Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Vegetarian Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Baked Potatoes\_\_\_\_\_ Pounds per Potato  
List portion size per person for Mexican Food Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Bar-B-Q Food Dishes\_\_\_\_\_ Ounces per serving  
List portion size per person for Salads\_\_\_\_\_

**SECTION IX -RFQ Reply Page (Con't)**

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are Hot Meals prepared with Fresh or Frozen products? \_\_\_\_\_

**Breakfast Meal Dishes:**

List Breakfast Meal related items with details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*Provide Menu/Catered Food List with Variety of Hot & Cold Meal Dishes, Desserts and Drinks available for this contract\*\***

**SECTION X-SIGNATURE PAGE**

**MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
EMAIL ADDRESS

***This RFQ Will Not Be Accepted If This Page is Not Signed By  
An Authorized Representative***

## **SECTION XI - ATTACHMENTS**

**A – SAMPLE CONTRACT**

**B - HUB SUBCONTRACTING PLAN  
(Historically Underutilized Business)**

**C- DEVIATION FORM**

**D- NOTICE “Not to Participate” FORM**

**E - MHMRA Locations**

**F - Complete Form W-9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

**ATTACHMENT A**

**Contract ID No. \_\_\_\_\_**

**STANDARD SUPPORT SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_**1, 2010** by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, at **7011 Southwest Freeway, Houston, Texas 77074**, a community center and an agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and \_\_\_\_\_ ("**Contractor**") with offices at \_\_\_\_\_, **Houston, TX** \_\_\_\_\_ for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

**RECITALS**

WHEREAS, Agency is the state designated mental health and mental retardation community center established to provide, arrange for, and coordinate mental health and mental retardation services for the residents of Harris County, Texas; and

WHEREAS, the Agency desires that Contractor provide **Catered Food for Agency Meetings** services under the terms and conditions set forth in this Agreement;

WHEREAS, each of the parties is committed to the delivery of services in an effective, cost efficient, and quality manner; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the Agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.  
PERSONNEL**

The Agency staff member authorized to approve billing is the designated employee from the unit of the end-user. The Agency staff member responsible for overseeing this Agreement is **Marshenell Sells**.

**II.  
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

1. **Independent Contractor.** The relationship between the Agency and Contractor shall be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Agency and Contractor other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, shall not for any purpose be deemed to be an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency. Contractor agrees that he will not hold himself out as an agent of the Agency to any persons.

2. **Professional Judgment.** In the performance of all pursuant to this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of a professional service. Contractor and his personnel, if any, shall employ his own means and methods and exercise his own professional judgment in the performance of services pursuant to this Agreement. The sole concern of the Agency under this Agreement or otherwise is that, irrespective of the means selected, such services shall be provided in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Agency and the applicable federal, state, and local laws, rules and regulations.

### III. OBLIGATIONS OF CONTRACTOR

1. **Services.** The specialized support services, to be provided by Contractor and the schedule of hours Contractor will deliver such services are set forth in **Exhibit A**. Said schedule and services may be changed only with the mutual consent of the parties.

2. **Agency Approval of Contractor Personnel.** Contractor agrees that any individual or entity selected by him to deliver designated services for Agency, including any and all contractors, are subject to approval by Agency. The services of any individual to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor, and Contractor agrees to indemnify and hold harmless Agency, its employees, agents, officers, and assigns from any claim or liability arising from the negligent acts or any other acts of Contractor or an individual to whom he delegates the delivery of designated services.

3. **Representations and Warranties.**

(a) Contractor represents and warrants that, at all times during this Agreement, he will comply with all applicable policies of the Agency and all applicable local, state and federal laws, rules and regulations now in effect and that become effective during the term of this Agreement. Contractor further agrees to provide services to the Agency in a manner consistent with applicable professional standards and consistent with standards of reasonable due care.

(b) Contractor agrees to perform his services with decorum and in a manner designed to assist in the efficient operation of the Agency. Contractor agrees to interact with Agency staff in a cooperative manner. The adequacy of the performance of this obligation will be determined at the sole discretion of the Agency.

(c) Contractor represents and warrants that it is not currently an employee of the Agency.

4. **Disclosure.** Contractor declares that (a) neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; or (b) has been convicted of a criminal act related to any state or federally funded program; and (c) Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

5. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

6. **Franchise Tax.** If Contractor is a corporation and is or becomes delinquent in the payment of its Texas tax, then payment may be withheld until such delinquency is remedied.

7. **Required Information for Criminal Conviction Checks.**

(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with clients, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115, and Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment); and

(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor

will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and

(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

8. **Access.** Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79<sup>th</sup> Regular Session of the Texas Legislature, effective on June 18, 2005, the Mental Health Mental Retardation Authority of Harris County (MHMRA) and the Contractor do hereby agree that:

- (a) The State Auditor's Office (SAO) may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
- (b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
- (c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to: (A) evaluating the entity's performance under the contract or subcontract; (B) determining the state's rights or remedies under the contract; (C) evaluating whether the entity has acted in the best interest of the state.

#### IV. OBLIGATIONS OF THE AGENCY

##### 1. **Payment.**

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibits A and Exhibit A1**, for a **Pooled** amount not to exceed \$\_\_\_\_\_.

(b) The payment amount will be based on a monthly invoice which shall reflect the services provided by Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.

(c) **Invoices or claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 45 days after the end of the month in which the services were rendered will not be paid.**

(d) Payment shall be made 45 days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. MHMRA retains the right to offset payments for prior invoices paid where a deficiency is noted after payment has been processed.

**Invoices shall be submitted in duplicate as follows:**

- (i) **Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.**
- (ii) **Original sent to Agency staff member authorized to approve billing**
- (iii) **Duplicate to be marked "Duplicate" sent to Accounts Payable as follows:**  
**Mental Health Mental Retardation Authority of Harris County**  
**P.O. Box 25381**  
**Houston, Texas 77265**

Attn: Accounts Payable  
Fax (713) 970-7681

(e) **Contract Rate Change clause – If a vendor/provider’s contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.**

2. **Staff and Facilities.** The Agency agrees to allow Contractor access to its staff and facilities necessary for carrying out the services provided by the Contractor.

**V.  
INSURANCE**

**A. Policies, Coverages, and Endorsements.**

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor’s personnel under this Agreement and all extensions and amendments thereto.

<b>DRAFT</b>		
1-	Commercial General Liability General Aggregate Each Occurrence	\$2,000,000 \$1,000,000
2-	Workers’ Compensation & Employers’ Liability if applicable	
	Medical & Indemnity	Statutory Requirements
	Bodily Injury by Accident	\$500,000 Each Accident
	Bodily Injury by Disease	\$500,000 Each Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3-	Professional Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
4-	Automobile Liability	
	Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit

**B. Insured Parties**

All Policies shall contain a provision naming the Agency (and its officers, agents and employees) as **Additional Insured parties and the Certificate Holder on the original policy** and all renewals or replacements during the term of this Agreement.

**C. Subrogation**

All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

**D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as **an Additional Insured party and the Certificate Holder** and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

**E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. *Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

**VI.  
INDEMNIFICATION**

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

**VII.  
TERM AND TERMINATION**

1. **Term.** This Agreement is effective \_\_\_\_\_ **1, 2010** to \_\_\_\_\_, **2010**, unless sooner terminated pursuant to this Agreement.
2. **Renewal Options.** This Agreement may be renewed at the sole discretion of Agency for up to ( ) **one year renewal options** at rates and placement fees specified in Exhibits A and Exhibit A1.
3. **Immediate Termination.** Agency may terminate this Agreement immediately if
  - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
  - (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
  - (c) Contractor has become ineligible to receive Agency funds;
  - (d) Contractor has its applicable license or certification suspended or revoked.
  - (e) In the case of the Contractor providing direct services to clients, failure to disclose criminal conviction;
  - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
4. **Termination Upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

5. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

6. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

## VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. Without limiting the foregoing, the parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Civil Rights Act of 1991, as amended.

2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, MHMRA will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by MHMRA employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify MHMRA of the possible violation.

3. **Certification of Non-Violation.** Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

4. **Use and Disclosure of Protected Health Information (“PHI”).**  
Contractor Agrees To:

**a. General.**

(1) Hold all protected health information (“PHI”) confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV’T CODE ANN.§§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.

(2) Be bound by all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as “Privacy Requirements”.

**b. Representations.**

(1) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to Agency upon request.

5. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

6. **Entire Agreement.** This Agreement and the documents incorporated herein constitute the sole and only Agreement of the parties hereto and supersedes any prior understandings and any prior written or oral Agreements between the parties respecting the subject matter herein.

7. **Assignment.** No assignment of this Agreement or rights or obligations thereunder shall be valid without written consent of the parties.

8. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with HHSC rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.

9. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

10. **Captions.** The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

11. **Gender and Number.** The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

12. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:

Steven B. Schnee, Ph.D., Executive Director  
MHMRA of Harris Co.  
PO Box 25381  
Houston, Texas 77265-5381

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

14. **Dispute Resolution.** In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

15. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

16. **Effect of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially



**EXHIBIT A**

---

**CONTRACTOR:**

**CONTRACT ID#:**

**CONTRACT PERIOD:**

**SERVICE:** **Catered Food for Agency Meetings**

**SERVICE DESCRIPTION:** Contractor will provide catered food service for Agency meetings as requested by Agency departments and/or units.

**PERFORMANCE:** Contractor will deliver ordered food as requested and according to all contract terms and conditions.

**RATE AND RATE DESCRIPTION:** **See Attached Exhibit A1- Bid Reply Pages for Rates**

**NOT TO EXCEED:**

**UNITS/ACCOUNT CODE:** **Various**

**PAYMENT DOCUMENTATION:** **Contractor will submit invoices as rendered.**

**ATTACHMENT B**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

---

(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY  
SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Contractor \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Bid Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Name of Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Is the subcontractor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subcontractor/supplier: \$ \_\_\_\_\_

Percentage amount of contract with subcontractor/supplier: % \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor  
for amount indicated above:

---

---

---

---

---

**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER**

**ATTACHMENT C**

**DEVIATION FORM**

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, The Bidder assures the Buyer of their full compliance with the Specifications and Conditions.

**THIS DEVIATION FORM MUST BE SIGNED BY EACH BIDDER WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS BID.**

SPEC # Section # Or Page #	DEVIATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**NOTICE “Not to Participate” FORM**

**Dear Vendor**

**Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:**

- Our company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following category(ies) so that we may bid at a later date:**

**Category(ies):** \_\_\_\_\_

- We have chosen NOT to submit a bid at this time, but would like to remain on your list for this bid category. We did not submit a bid because:**

**Reason(s):** \_\_\_\_\_

\_\_\_\_\_

- Please REMOVE our name from all MHMRA Harris County lists until further notice.**

**Reason(s):** \_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Please Print**

**Address:** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Fax ( )** \_\_\_\_\_

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
Notice of “Not to Participate” - CATERED FOOD FOR AGENCY  
MEETINGS  
7011 Southwest Freeway  
Houston, Texas 77074**

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING. Thank you for your time and assistance.

## ATTACHMENT E – MHMRA LOCATIONS

NAME	ADDRESS	ZIP
ECI Hillcroft	6125 Hillcroft	77081
New Start Program	7200 N. Loop E.	77028
Northwest Mental Health Clinic	3737 Dacoma	77092
ACT TEAMS	3737 Dacoma	77092
ABA SKIP	3737 Dacoma	77092
Donsky GLC (ICFMR)	11511 Bob White	77035
Applewhite GLC (ICF)	526 Applewhite	77450
Crisis Residential Unit	2627 Caroline	77002
Bristow Center	2627 Caroline	77002
Eligibility Center	3630 W. Dallas	77019
New Day Treatment	3630 W. Dallas	77019
Juvenile Justice	3630 W. Dallas	77019
Safe Havens	1215 Dennis	77002
Neuropsychiatric Center	1502 Taub Loop	77030
Southwest Freeway Building	7011 Southwest Frwy	77074
Conference Center	7033 Southwest Frwy	77074
Tsanoff Ripley	4414 Navigation	77011
Branard Street Apartments	612 Branard	77006
HCS Stonechase	6607 Stonechase	77084
ECI Airline	6032 Airline Dr.	77076
Behavior Training Program	5518 Jackson St.	77004
Adult Forensic	1200 Baker St.	77002
Harris County Psychiatric Ctr	2800 S. Mac Gregor Way	77021
HCS Barbarella	6603 Barbarella	77088
Southeast CSC	5901 Long Drive	77087
Employment Connection South	5901 Long Drive	77087
Southeast CAS	5901 Long Drive	77087
Westbury GLC (ICFMR)	5707 Warm Springs Rd.	77035
Pasadena Cottage "A" (ICF)	2122 Wichita-A	77502
Pasadena Cottage "B" (ICF)	2122 Wichita-B	77502
MR Residential	3600 S. Gessner	77036
ADAPT	3600 S. Gessner	77036
Coffee House	3600 S. Gessner	77036
Employment Connections	3600 S. Gessner	77036
HCS/ICF	3600 S. Gessner	77036
Employment Connection North	6805 Oak Village Dr.	77396

**ATTACHMENT F – FORM W-9**

**FORM W-9, Rev. October 2007, REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 4**

**Attached**

**Vendors are to complete this form and submit with their response to this Request for Qualification documents. Go to attached link for W-9, if an invitation to this Request for Qualification was emailed.**

**<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**