

INVITATION

Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from Suppliers experienced in:

CONDENSER REPLACEMENT AT MHMRA'S SOUTHEAST FACILITY 5901 LONG DRIVE

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

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

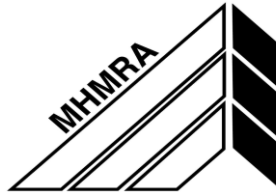
In accepting Proposals, MHMRA reserves the right to reject any and all Proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of MHMRA, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposals, MHMRA Harris County will only release the names of the Suppliers that have responded to this solicitation. No other information will be released until after MHMRA's Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive Staff.

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

Nina Cook, MBA, CPPB
Purchasing Manager
MHMRA of Harris County

Request For Proposal



**MENTAL HEALTH AND MENTAL RETARDATION
AUTHORITY OF HARRIS COUNTY**

CONDENSER REPLACEMENT AT MHMRA'S SOUTHEAST FACILITY 5901 LONG DRIVE

Project #: 12/0011

December 2011

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

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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 (25) twenty-five to (30) thirty 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 “Supplier” to submit Proposals for CONDENSER REPLACEMENT AT MHMRA’S SOUTHEAST LOCATION, 5901 LONG DRIVE, in response to this solicitation. 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 \$191.9 million. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

While the main intent of the project is to replace a piece of failing equipment, the opportunity will be taken to start modifications to the air delivery systems for the areas of the building served by the original large DX air handling units. The majority of the air flow changes will be concentrated on unit AHU-2 which serves the south-west portion of the building.

Each of the areas included in the project area will experience modifications to the HVAC systems, building automation system components and some minor electrical changes.

SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

Solicitation Packet issue date:	Tuesday, January 17, 2012
Mandatory Pre-Proposal Conference & Site Visit	Tuesday, January 24, 2012 @ 10:00 a.m. TO BE HELD AT: MHMRA OF HARRIS COUNTY 5901 LONG DRIVE HOUSTON, TEXAS 77087
Receive Questions from Prospective Vendor:	Thursday, January 26, 2012 by 4:30 p.m.
Deadline to respond to questions:	Wednesday, February 1, 2012 by 4:30 p.m.
Deadline for submission of RFP:	Wednesday, February 8, 2012 at 10:00 a.m.
Proposal Opening: (ONLY Vendor Names)	Wednesday, February 8, 2012. A public Proposal on the Proposal Reply forms will be disclosed) opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074
Anticipated Award Date:	Upon recommendation and March Board approval

SECTION III - GENERAL INSTRUCTIONS

A. Mandatory Pre-Proposal Conference and Site Visit

A Mandatory Pre-Proposal Conference and Site Visit is scheduled for **Tuesday, January 24, 2012 @ 10:00 a.m.**, at **5901 LONG DRIVE HOUSTON, TEXAS 77087**.

All questions concerning the PROPOSAL specifications must be submitted in writing and faxed by Thursday, January 26, 2012 COB to the following team members **or emailed to Sharon Brauner and cc: Nina Cook**:

Sharon Brauner, C.P.M., Buyer III, Senior Purchasing Coordinator

Ofc: (713) 970 - 7279

Fax: (713) 970 - 7682

E-mail: sharon.brauner@mhmraharris.org

Cc:

Nina Cook, MBA, CPPB, Purchasing Manager

Ofc: (713) 970 - 7287

Fax: (713) 970 - 7682

Email: nina.cook@mhmraharris.org

B. Submittal Procedure

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

Deadline to submit **"Final Proposal"** is **Wednesday, February 8, 2012 @ 10:00 a.m.** The original Proposal, 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 of Harris County

Purchasing Department

Attn: Sharon Brauner, C.P.M., Buyer III

7011 Southwest Freeway, Houston, Texas 77074

"CONDENSER REPLACEMENT AT 5901 LONG DRIVE"

DO NOT OPEN UNTIL WEDNESDAY, FEBRUARY 8, 2012 @ 10:00 A.M.

No Proposals will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposals to the Purchasing Office of MHMRA at the above address. MHMRA will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Proposals shall include all documentation as requested in this Request for Proposal.

C. Proposal Opening

A **public Proposal Opening** will be held immediately following receipt of Proposals on **Wednesday, February 8, 2012**, at **7011 Southwest Freeway, Houston, Texas, 77074**.

D. Non-Discrimination Policy Statement

The Mental Health Mental Retardation Authority of Harris County does not discriminate against any individual or Contractor 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 Contractor because of race, color, religion, sex, national origin, age, disability, or political affiliation

E. Immigration Reform and Control Act

The successful Contractor 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.

F. Reference & Experience

All interested parties are required to submit with their Proposal a minimum of three (3) local references where interested party has provided services that pertain to the size and scope of this project (within the last two years). **References shall include company name, address, telephone, fax number, email address and contact person.** 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.

G. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for One Hundred Twenty (120) days after the Proposal due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals 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 Proposal and shall be allowed to accept the total Proposal of any one vendor.

H. Permits

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/Contractor and must be obtained prior to commencement of any work or service. Any and all expense/cost related to obtaining required permits is the sole responsibility of the Contractor.

I. Financial Information

Contractor 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.

J. Payments

Requests for monthly payments will be by AIA Document G702, "Application and Certification for Payment". Provide a schedule of values using AIA Document G703. Final payment will not be made until all closing documents, including approval by authorities having jurisdiction, certificate of completion, warranties, Architect's approval of completed punch list items, release of liens and consent of surety, have been received by MHMRA.

K. Price Adjustments

Contractor will be required to honor their Proposal prices for the term of the contract period.

L. 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.

M. Minority / Women and / or Disadvantaged Business

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

N. Direct or Indirect Assignment

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

O. Form W-9

Manufacturers are to complete W-9 Form and Submit with their Proposal documents. (**Attachment E**)

P. Documents

All Information and drawings will be provided electronically. The Engineer will arrange with A&E to have the Proposal Package, including the drawings, available to be printed upon request by any interested party at that party's expense.

Q. Engineer

Redding Linden Burr, 801 Travis, Ste. 2000, Houston, TX 77002. **Phone:** (713) 237-9800.

SECTION IV – PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any Proposal 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

All Proposals must be an irrevocable offer valid for one hundred twenty (120) days after the Proposal opening date.

C. Late Proposals

Any Proposal received after the stated deadline shall be deemed late and will not be considered.

D. Irregularities in Proposals

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

MHMRA shall have the right to reject Proposals 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 Proposal.

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

E. Oral Presentations

Any Contractor that submits a Proposal in response to this request may be required to make an oral presentation for further clarification upon MHMRA's request.

F. Amendments to the Proposal

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Contractor via faxed amendment or email.

G. Availability of the Proposal

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

H. Retention of Proposals

All Proposals considered by MHMRA shall become the property of MHMRA and shall not be returned.

I. Notice “Not to Participate” Form

Contractors must respond to the Proposal request whether they can or cannot provide the products, supplies and/or services listed in the Proposal request. (*See Attachment D*)

J. Incurred Expenses

MHMRA shall not be responsible for expenses incurred by a Contractor in the preparation and submission of a Proposal. This provision also includes any costs involved in providing an oral presentation of the Proposal.

K. Local Office

The successful Contractor will be required to have a local Houston area office. Preference will be given to Contractors with offices which have been established and operational a minimum of two (2) years before this Request for Proposal.

L. Deviation Form

Each Proposal shall contain a Deviation Form, which states the perspective Contractor's commitment to the provisions of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation form. Any exceptions taken to the terms and conditions identified in this Proposal Package must be expressly stated in the Deviation Form. (*See Attachment C*)

M. Subcontractors

All provisions and/or stipulations within this Proposal also apply to any authorized subcontractors.

N. Term of Contract

The intent of the RFP is to award a contract, to the lowest cost, qualified Contractor who can provide and meet all specified requirements of this Request for Proposal. The contract shall commence upon signing by both parties. The commencement of work shall begin with a **Notice to Proceed** letter based on the receipt of any required permits or a mutually acceptable commencement of work date and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

O. Pricing

Each Contractor shall provide responses to “Proposal Reply” page with their costs detailed as requested.

P. Licensure

The Contractor shall submit, with their Proposal, a copy of any other license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Contractor to operate.

Q. Bonding

The Contractor is to state the anticipated cost of the Payment and Performance Bond for this project. Contractor must also state the name of the anticipated Bonding Company and Insurance Agent.

R. Project Schedule

Contractor is to provide a preliminary Project Schedule proposing a work timeline and state which project scheduling software was used to prepare the schedule.

S. Liquidated Damages

The contract will contain a Liquidated Damages clause, \$150.00 per day will be charged for each day from & including such date until issuance of certificate of substantial completion.

Contractor is to state specifically how many calendar days the project will take to complete from the Notice to Proceed. Notice to proceed will not be issued until city permits are obtained.

T. AIA Contract Documents

AIA Document A101-2007 will be included in the contract. AIA Document A201-2007 will also be included in the contract, by reference from AIA Document A101-2007. (See Attachment F)

U. Payment (AIA Schedule)

Requests for monthly payments will be by AIA Document G702, "Application and Certification for Payment". Provide a schedule of values using AIA Document G703. Final payment will not be made until all requirements of the contract are met. Final payment will not be made until consent of surety has been received by MHMRA.

V. Service Requirements

MHMRA'S 5901 Long Drive facility is a 5 day a week operation. Full operations must remain in service. Work shall be completed in a coordinated manner that will be the least disruptive to the owner's ongoing operation. Much of the work must be done during non-business hours, which generally means nights and weekends.

W. Safety

Within its submission, the Contractor must document its current policies, procedures and practices regarding discharge of the safety function. This may include citing existing procedure manuals, training programs and their frequency, historical information regarding safety performance, etc.

If information, such as manuals, is too bulky to include in the submission, the Contractor should provide a copy of the front cover and table of contents and cite the availability of such information to be viewed.

If training programs are included in a current program, please identify the current provider of the service, class duration, instructor certifications and other related information.

SECTION V - INSURANCE REQUIREMENTS

A. Contractor shall maintain, during the term of this Agreement, the following minimum insurance:

1. GENERAL LIABILITY INSURANCE:
 - A. \$1,000,000.00 each occurrence;
 - B. \$3,000,000.00 general aggregate for bodily injury and Property Damage combined.
2. WORKER'S COMPENSATION INSURANCE:
 - A. \$500,000 statutory employers' liability
3. AUTOMOBILE LIABILITY:
 - A. \$1,000,000 combined Single Limit (including hired & non-owned automobiles)

A CURRENT "CERTIFICATE OF INSURANCE" **MUST ACCOMPANY ALL PROPOSALS**

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, coverage 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 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. Indemnity

Contractor shall indemnify Agency against all claims, liability, losses, damages, cost and expenses which Agency may suffer or payout by reason of personal injury, death or property damage caused solely by the negligence of Contractor, its employees, agents or Subcontractors during the performance of all Contractor's work hereunder.

SECTION VI - PROPOSAL CONTENTS

Title Page:

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

Table of Contents:

All Proposals must include the following information:

- Clear identification of information by section and page.
- A list of at least three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years).
- A current "CERTIFICATE OF INSURANCE" must accompany all Proposals.
- A W-9 must accompany all Proposals.

Proposal:

- Contractor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
- Must state the anticipated cost of the Payment Bond.
- Must state the anticipated cost of the Performance Bond.
- Must state the anticipated insurance agent for the bonds.
- Must include a draft project schedule (include the name of the scheduling software used to prepare schedule).
- Must state the number of calendar days project will take to complete from MHMRA Notice to Proceed.
- Contractor must supply a price schedule as per the enclosed template "Proposal Reply Page".
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Must be typed.
- Interested parties are encouraged to submit along with their Proposal any additional descriptive information about their services which they believe might be helpful.
- All Proposals must be submitted with one original and five (5) additional photocopies, and an electronic copy (CD-ROM or Floppy) and mailed or delivered in a sealed envelope to MHMRA of Harris County.

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.
- Description of company Safety program
- Listing with explanation of any safety violations, citations or fines over the last 5 years from any authorities having jurisdiction.
- Proof of Insurance
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate. (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.
- Deviation Form (Attachment C)
- Notice "Not to Participate" Form (Attachment D)
- Signature Page

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

SECTION VII – SPECIALIZED SERVICES TO BE PROVIDED

Long Drive Facility Condensing Unit Upgrade Scope

A series of facility modifications have been planned for the Long Drive South East Clinic that will affect the south-west side of the building. While the main intent of the project is to replace a piece of failing equipment, the opportunity will be taken to start modifications to the air delivery systems for the areas of the building served by the original large DX air handling units labeled AHU-1 and AHU-2. The majority of the air flow changes will be concentrated on unit AHU-2 which serves the south-west portion of the building.

Each of the areas included in the project area will experience modifications to the HVAC systems, building automation system components and some minor electrical changes. While the owner would like to accomplish all of the proposed project scope, unit pricing for the various tasks will need to be provided so that the final project scope can be modified to fit the available budget.

Project Area

The scope of this project will include the replacement of the original condensing unit serving AHU-2 that is located in the equipment yard located on the north-east (based on plan north) corner of the facility. Modifications to the existing air handling units will be in the mechanical rooms located on the north and south central portions of the building. The air flow changes will be concentrated in the portions of the building that are located on the south side between columns 1 through 10 moving west to east and A through C moving south to north. For this area, following completion of the required demolition as outlined on the drawings, the following general work will be required.

Architectural

There will be no new architectural changes associated with this portion of the work.

Electrical Power

Some low voltage power will be required in this area to support the new wireless controls that will be added as part of the HVAC work. Existing electrical power circuits available in the area will be used to power the new required low voltage transformers. No new power will be required for this area. This work will be done in conjunction with the building control modifications.

Electrical Lighting

No lighting modifications are associated with this area.

HVAC Modifications

All of the building space located within south-west portion of the building is currently air conditioned from the large air handling unit originally labeled AHU-2. This unit was originally installed to serve all of the south side of the original building construction.

This existing AHU is currently supported by a large air cooled condensing unit, sized at 45 Tons, that is located in the equipment yard on the north side of the building. This is an old R-22 refrigerant unit that is at the end of its life cycle and will need to be replaced with a new unit using the new refrigerants. To allow for the installation of the new ACCU, it will be necessary to thoroughly clean the existing copper refrigerant piping that runs all across the ceiling of the building so that new copper piping will not need to be installed. The refrigerant coil in the existing AHU-2 will also need to be cleaned so that the new refrigerant can be used to charge the system.

In addition to the replacement of the existing air cooled condenser and the cleaning of the existing piping, new VAV dampers will also be added to a number of the existing supply air trunks to allow greater control of the space

conditions. Each of these dampers will be priced separately to allow the owner to select which revisions will work with the available funding.

For this project, the following modifications will need to be made to HVAC systems, including:

1. Remove the existing air cooled condensing unit labeled ACCU-2 and install a new replacement unit. The existing electrical power will be reused to power this new unit.
2. Clean the existing copper refrigerant piping, along with the existing refrigerant coil located in existing AHU-2 to prepare the system to be charged with the new refrigerant. Once the cleaning is complete, the new equipment, piping and coil will be charged with the new refrigerant and placed back in service.
3. Install a new 10" dia. Inlet VAV damper labeled VAV-7 to serve existing space. This damper will be installed in the existing 18" x 10" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
4. Install a new 10" dia. Inlet VAV damper labeled VAV-8 to serve existing space. This damper will be installed in the existing 12" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
5. Install a new 10" dia. Inlet VAV damper labeled VAV-9 to serve existing space. This damper will be installed in the existing 14" x 10" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
6. Install a new 10" dia. Inlet VAV damper labeled VAV-10 to serve existing space. This damper will be installed in the existing 14" x 12" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
7. Install a new 10" dia. Inlet VAV damper labeled VAV-11 to serve existing space. This damper will be installed in the existing 12" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
8. Install a new 10" dia. Inlet VAV damper labeled VAV-12 to serve existing space. This damper will be installed in the existing 12" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
9. Install a new 12" dia. Inlet VAV damper labeled VAV-13 to serve existing space. This damper will be installed in the existing 18" x 12" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
10. Install a new 12" dia. Inlet VAV damper labeled VAV-14 to serve existing space. This damper will be installed in the existing 18" x 10" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
11. Install a new 10" dia. Inlet VAV damper labeled VAV-15 to serve existing space. This damper will be installed in the existing 14" x 6" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
12. Install a new 10" dia. Inlet VAV damper labeled VAV-16 to serve existing space. This damper will be installed in the existing 12" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
13. Install a new 10" dia. Inlet VAV damper labeled VAV-17 to serve existing space. This damper will be installed in the existing 10" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
14. Install a new 10" dia. Inlet VAV damper labeled VAV-18 to serve existing space. This damper will be installed in the existing 16" x 12" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
15. Install a new 10" dia. Inlet VAV damper labeled VAV-19 to serve existing space. This damper will be installed in the existing 16" x 12" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
16. Install a new 10" dia. Inlet VAV damper labeled VAV-20 to serve existing space. This damper will be installed in the existing 16" x 12" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-

3.0 for location.

17. Install a new 10" dia. Inlet VAV damper labeled VAV-21 to serve existing space. This damper will be installed in the existing 14" x 8" supply trunk connected to the unit labeled AHU-2. Refer to drawing M-3.0 for location.
18. Install a new Variable Frequency Drive, rated for 15 HP, on the fan motor for existing air handling unit labeled AHU-2. This will allow the existing AHU to respond to the changing air flow requirements initiated by the new VAV dampers.
19. To allow control of the existing outside air intake for air handling unit AHU-2, the contractor shall provide and install a new automatic damper in the existing 1 8"x1 8" OA intake duct to allow the outside air flow to be balanced with the new variable air supply.
20. Install a new Variable Frequency Drive, rated for 10 HP, on the fan motor for existing air handling unit labeled AHU-1. This will allow the existing AHU to respond to the changing air flow requirements initiated by the new VAV dampers that will be installed as part of another project.
21. To allow control of the existing outside air intake for air handling unit AHU-1, the contractor shall provide and install a new automatic damper in the existing 1 8"x1 8" OA intake duct to allow the outside air flow to be balanced with the new variable air supply.
22. The air flows from the air handling unit will need to be tested and verified to insure that the new required air flow is available and being delivered from the existing AHU-2. The air flows for the portions of the building served by AHU-1 will be re-balanced as part of a different project.

Control modifications for the existing AHU-2 serving this area will potentially be extensive, and must be provided by the owner's controls contractor. These modifications include:

1. Install new wireless thermostat and associated controller to connect new damper VAV-7 to the existing BAS.
2. Install new wireless thermostat and associated controller to connect new damper VAV-8 to the existing BAS.
3. Install new wireless thermostat and associated controller to connect new damper VAV-9 to the existing BAS.
4. Install new wireless thermostat and associated controller to connect new damper VAV-1 0 to the existing BAS.
5. Install new wireless thermostat and associated controller to connect new damper VAV-1 1 to the existing BAS.
6. Install new wireless thermostat and associated controller to connect new damper VAV-1 2 to the existing BAS.
7. Install new wireless thermostat and associated controller to connect new damper VAV-1 3 to the existing BAS.
8. Install new wireless thermostat and associated controller to connect new damper VAV-14 to the existing BAS.
9. Install new wireless thermostat and associated controller to connect new damper VAV-1 5 to the existing BAS.
10. Install new wireless thermostat and associated controller to connect new damper VAV-1 6 to the existing BAS.
11. Install new wireless thermostat and associated controller to connect new damper VAV-1 7 to the existing BAS.
12. Install new wireless thermostat and associated controller to connect new damper VAV-1 8 to the existing BAS.
13. Install new wireless thermostat and associated controller to connect new damper VAV-1 9 to the existing BAS.
14. Install new wireless thermostat and associated controller to connect new damper VAV-20 to the existing BAS.

15. Install new wireless thermostat and associated controller to connect new damper VAV-21 to the existing BAS.
16. Connect the new variable frequency drive for AHU-2 to the BAS as required.
17. Connect the new outside air damper for AHU-2 to the BAS and interlock with the new VFD and variable air flow boxes.
18. Install new differential pressure sensor in the existing duct trunk to sense changing pressure in the duct due to changing settings of the VAV dampers and connect to the existing BAS.
19. Connect the new variable frequency drive for AHU-1 to the BAS as required.
20. Connect the new outside air damper for AHU-1 to the BAS and interlock with the new VFD and variable air flow boxes.
21. Install new differential pressure sensor in the existing duct trunk to sense changing pressure in the duct due to changing settings of the future VAV dampers and connect to the existing BAS.

The mechanical contractor must coordinate this work with the owner and control contractor and include the cost for these items in his or her proposal. Since the owner may choose not to install some of the listed dampers due to cost restraints, each control piece shall be priced as a line item so that the owner can pick and choose which controls will be included.

Plumbing Modifications

No Plumbing Modifications are required in this phase of the work.

(See Specifications & Drawings)

SECTION VIII - PROPOSAL EVALUATION PROCESS

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to MHMRA

The evaluation may not be limited to these when making a final recommendation.

A.	Overall Project Concept 25%	Indication that the Contractor has an understanding of the equipment and the overall project including providing the Condenser to MHMRA.
B.	Experience and Capacity 15%	Evidence that the Contractor has successfully supplied and installed equipment of similar size and description for other projects.
C.	Financial Viability 15%	Verifiable proof of company financial viability and solvency
D.	Price 35%	Provide adequate information to assure the MHMRA project team that the description and requirements of the equipment presented have been adequately understood and identified and that the Condenser has been priced knowledgeably and competitively.
E.	Cost Savings & Value Engineering Suggestions / Creative Teamwork 10%	It is the expectation of MHMRA that the cost of this Condenser should be within a very narrow range, and the equipment proposed, experience, delivery schedule, understanding of delivery to and collaboration with an eventual installer, and the ability to have a good working relationship with the MHMRA project team, will be critical components of a successful project. An oral presentation may be required from the manufacturer selected by the MHMRA project team for further consideration once other criteria have been evaluated.

Your proposal should include responses to the following questions:

A. Overall Project Concept

Indication that the contractor has an understanding of the project and can present a work plan including actual superintendent / project manager, anticipated subcontractors, and a sense of the schedule for and sequencing of the work.

- How will your project team be organized and who will be on it?
- What subcontractors do you anticipate using and what are their qualifications and experience?
- How many projects have you done with each anticipated subcontractor?
- How would you schedule and sequence the work so that MHMRA operations are minimally impacted?

B. Experience and Capacity

Evidence that the contractor and subcontractors have successfully completed work of comparable magnitude, complexity, and scope, and have personnel who have demonstrable experience in completing this type of project.

- Please provide a history of completed projects of this type.
- Please provide resumes of company officers, and individuals you anticipate will be involved in this project.
- Please provide at least three (3) references with complete contact information (i.e. contact person, phone, fax numbers and email) where your firm has completed projects of this size and scope within the last two- (2) years.
- Please list any projects or instances when you have previously worked for MHMRA, if applicable.
- What other projects do you have in progress? Do you have the capacity and the ability to sufficiently man this project?

C. Financial Viability

Evidence that the contractor has verifiable proof of financial viability and solvency.

- Please provide a copy of the company's last Audited financial statement and a financial history of company. 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.
- Please provide a certificate of insurance, contact information for your current insurance company, and length of time your company has been covered by your current insurance provider. If less than two years, who was your previous insurance provider?
- Please provide your anticipated bonding company, contact information for the bonding company, and rate you anticipate being charged for Payment and Performance bonds on this project.

D. Price and Quantities

Provide adequate information to assure the MHMRA project team that the scope of work present has been adequately understood and identified and, the various components have been priced knowledgeably and competitively.

- Please provide all information requested on the Proposal Reply Form.
- Please provide any additional pricing, pricing breakdown, or alternate pricing information, which might be of assistance in the decision-making process.

E. Cost Savings & Value Engineering Suggestions / Creative Teamwork

It is the expectation of MHMRA that the material costs for this project should be within a very narrow range, and approach, equipment, teamwork, team composition, experience, schedule, and the ability to have a good working relationship with MHMRA's project team will be critical components of a successful project. An Oral Presentation may be required from selected supplier by the MHMRA project team for further clarification during the evaluation period.

- Please provide any relevant information or submittal(s), (i.e. implementation plan, project schedule) in whatever formats you wish to use to indicate how your company would partner with MHMRA for a successful project.

SECTION IX - PROPOSAL REPLY PAGE

**MHMRA OF HARRIS COUNTY
CONDENSER REPLACEMENT AT 5901 LONG DRIVE**

Proposal Closing: 10:00 a.m., Wednesday, February 8, 2012

Submitted by: _____

THE NUMBER OF CALENDAR DAYS FROM NOTICE TO PROCEED TO SUBSTANTIAL COMPLETION IS _____.

Unit Price Schedule by Commodity and/or Service
--

CONDENSER REPLACEMENT COSTS:

ITEM DESCRIPTION	UoM	Quantity	Unit Price	Extension
a) General Contractor				
Removal of existing Condenser				
Installation of new Condenser				
b) Condenser				
Materials				
Warranty				
Labor	Man Hours			
c) Pipe and Coil Cleaning				
Materials				
Warranty				
Labor	Man Hours			
d) Install Thirteen (13) VAV dampers with 10" Dia. Inlet				
Materials				
Warranty				
Labor	Man Hours			
e) Install Two (2) VAV dampers with 12" Dia. Inlet				
Materials				
Warranty				
Labor	Man Hours			
f) Install New 15 HP VFD on existing AHU-2				
Materials				
Warranty				
Labor	Man Hours			

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 VENDOR.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE PROPOSAL OPENING DATE.

Authorized Signature

Firm's Name

Typed or Printed Name

Number and Street

Title

City, State, Zip Code

() _____
Telephone Number

() _____
Fax Number

E-mail Address

***Proposal 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. W-9**
- F. AIA (AIA Document A201-2007 will also be included in the contract, by reference
from AIA Document A101-2007)**
- G. Drawings with Specifications**

ATTACHMENT A SAMPLE CONTRACT

Contract No. _____

**MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY
CONSTRUCTION AND/OR RENOVATION CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____ 2012, by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY, with offices located 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 located _____, **Houston, Texas _____**, 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 is committed to providing services that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide construction **services for the replacement and installation of the condenser at MHMRA's Southeast Clinic located at 5901 Long Drive** 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.
SCOPE OF THE WORK

The specialized professional services to be provided by Contractor are set forth in **Exhibit A**. The Contractor shall furnish all materials, tools, appliances and facilities and perform all of the work and services required for construction, erection and completion of the said work in strict accordance with the attached **Standard Form of Agreement Between Owner and Contractor (AIA Document A107-2007) included as Exhibit B, Supplementary and Other Conditions of Contract included as Exhibit C, Specifications and Drawings included as Exhibit D, Additional Specifications included as Exhibit E, Proposal Reply Page for the Unit Pricing included as Exhibit F and Letters of Clarifications/Addendums included as Exhibit G** are made a part hereof for all purposes, and in a good and workmanlike manner and shall do everything required by this Agreement.

II.
CONTRACT PRICE

The Agency shall pay the Contractor for performance of the work, in accordance with the fee schedule attached as **Exhibit A**, a total not to exceed amount of \$_____. This sum shall be paid by an approved monthly payment application for completed work accepted by the Agency. Unit prices submitted shall be considered not to exceed maximum unit price amounts.

All progress payments under this contract will be for work which is complete and materials in place at the work site or in bonded or MHMRA approved warehouse or storage facility only. A 10% retainage amount will be withheld pending City issuance of Certificate of Completion, final release of liens, submittal of all required closing documents and acceptance of the total project.

III.
LIQUIDATED DAMAGES

The parties agree that the Contractor shall be substantially complete with this work by _____ **calendar days from the Notice to Proceed**. Should the Contractor fail to complete the scope of work by its specified date, liquidated damages in the amount of **\$150.00** for each **calendar** day delay will be deducted from the total contract price unless otherwise agreed to in writing prior to the deadline.

IV.
INDEMNITY

Contractor shall indemnify Agency against all claims, liability, losses, damages, cost and expenses which Agency may suffer or payout by reason of personal injury, death or property damage caused solely by the negligence of Contractor, its employees, agents or Subcontractors during the performance of all Contractor's work hereunder.

V.
INSURANCE

A. Contractor shall maintain, during the term of this Agreement, the following minimum insurance:

1. GENERAL LIABILITY INSURANCE:
 - A. \$1,000,000.00 each occurrence;
 - B. \$3,000,000.00 general aggregate for bodily injury and Property Damage combined.
2. WORKER'S COMPENSATION INSURANCE:
 - A. \$500,000 statutory employers' liability
3. AUTOMOBILE LIABILITY:
 - A. \$1,000,000 combined Single Limit (including hired & non-owned automobiles)

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.

G. 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.

H. Proof of Insurance

The policies, coverage 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 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.
OTHER CONTRACTORS

The Agency reserves the right to let other contracts in connection with the work being done under this contract. The Contractor shall provide other contractors reasonable opportunity to introduce and store their materials and to do their work, and shall properly connect and coordinate his work with theirs.

VII.
MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality as specified. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the work assigned to him.

VIII.
PERMITS AND LICENSES

All permits, licenses, inspections and any other matters required by any governing laws or regulations shall be secured by the Contractor. The Contractor shall comply with all laws and regulations in regard to the execution of the work.

IX.
CHANGES IN THE WORK

The Agency without invalidating this Agreement, may order extra work or make changes by altering, adding to or deducting from the work, with the contract sum being adjusted accordingly. All such changes shall be in the form of written and properly approved "Change Orders".

X.
GUARANTEES

The Contractor shall remedy any defects or property damage due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of acceptance of the work by the Agency. The Agency shall give the Contractor written notice of observed defects with reasonable promptness. **The Contractor shall also transfer any and all manufacturer's warranties.**

XI.
LIENS

The final payment of retainage shall not be due until the Contractor has delivered to Agency a complete release of all liens arising out of the work performed under the contract. Said releases shall include all suppliers, vendors and subcontractors employed by the Contractor under this Agreement.

XII.
INSPECTION

Agency and its representatives shall have the right to inspect the work by Contractor here under at any and all reasonable times during work on this project.

XIII.
PROHIBITED MATERIALS

The Contractor agrees that no **lead based or asbestos-containing** materials will be used for this project. The Contractor shall comply with all laws and regulations related to prohibited materials. The Contractor shall provide a letter as part of the closing documents stating that no lead based, asbestos containing or other prohibited materials have been used for this project.

XIV.
VENUE

In case of any dispute arising under this contract, venue shall lie in Harris County, Texas.

XV.
BONDING

Before commencing any work here under, the Contractor shall furnish to Agency a performance and a payment bond with sufficient corporate surety in the full amount of the contract price. Final payment shall not be made until consent of surety has been received by MHMRA.

XVI.
SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon all successors and assigns of the Contractor.

XVII.
NOTICES

Any notice required pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, to Agency or Contractor at the address below.

If to the Agency:

Steven B. Schnee, Ph.D., Executive Director
Mental Health Mental Retardation Authority of Harris County
P.O. Box 25381
Houston, Texas 77265-5381

If to the Contractor:

XVIII.
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).

XIV.
EXHIBITS

All exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

The Contractor warrants and assures MHMRA of Harris County that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

CONTRACTOR

Signature

Date

Printed/Typed Name: _____

Title: _____

I hereby certify that funds are available to pay the obligation of the Agency under and within the foregoing Agreement.

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

Steven B. Schnee, Ph.D.
Executive Director

Date

Approved As To Form By
MHMRA General Counsel

Date

UNITS TO BE CHARGED: 1126-557001

EXHIBIT A

Contractor: _____

Contract ID#: _____

Contract Period: _____ **calendar days from date of Notice to Proceed to Substantial Completion by**

Service: Replacement of the original condensing unit serving AHU-2 that is located in the equipment yard located on the north-east (based on plan north) corner of the facility. at MHMRA's Southeast Clinic located at 5901 Long Drive, Houston, Texas.

Service Description: Replacement of the original condensing unit serving AHU-2 that is located in the equipment yard located on the north-east (based on plan north) corner of the facility. Modifications to the existing air handling units will be in the mechanical rooms located on the north and south central portions of the building. The air flow changes will be concentrated in the portions of the building that are located on the south side between columns 1 through 10 moving west to east and A through C moving south to north.

See AIA Document A107-2007 attached as Exhibit B, Specifications and Drawings attached as Exhibit D and Additional Specifications for two air handler units attached as Exhibit E. Also see the attached Letters of Clarification and Addendums attached as Exhibits G.

Performance: Contractor will provide general construction and reconstruction meeting all codes and general industry standards and all contract obligations.

Rate and Rate Description: See the proposal reply page for the unit price schedule attached as Exhibit F.

Not to Exceed: \$_____

Payment

Documentation: AIA payment applications certified by the Engineer and approved by Director of Facility Services.

Unit(s) Involved: **1126-557001**

ATTACHMENT B

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

**(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/SUPPLIER TO IDENTIFY SUB-
CONTRACTORS SELECTED FOR WORK ON THE CONTRACT)**

Contractor _____ Supplier Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Proposal 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 (Proposal and Sample Contract) must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures MHMRA of their full agreement and compliance with the Specifications, Terms and Conditions including all provisions of the Sample Contract.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor's commitment to the provisions of this Solicitation and Sample Contract. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. (*Attachment C*)

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION

SPEC # Section # Or Page #	DEVIATION

Company Name

Authorized Signature

Date

ATTACHMENT D

NOTICE “NOT TO PARTICIPATE” FORM

Dear Supplier

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 Proposal at a later date:**

Category(ies): _____

- We have chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal 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 “Not to Participate” - < CONDENSER REPLACEMENT AT 5901 LONG
DRIVE>
7011 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

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

ATTACHMENT E – FORM W-9, Rev. December 2011, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

**Form W-9, Pages 1 – 4
Attached**

Suppliers are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Solicitation was emailed.

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

ATTACHMENT F

AIA (AIA Document A201-2007 will also be included in the contract, by reference from AIA Document A101-2007)

SUPPLEMENTARY CONDITIONS TO THE AIA DOCUMENT
A107-2007 ABBREVIATED STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The Parties hereby agree that as used in the A107-2007, the term "Engineer" shall be substituted for "Architect," and such terms shall be used interchangeably in any and all contract documents.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following Section:

§ 2.3.1 The parties hereto agree that time is of the essence of this Contract, and that pecuniary damages would be suffered by the Owner if the Contractor does not substantially complete all Work called for in the Contract Document by the specified date, which damages are, by their very nature, difficult of ascertainment. It is therefore expressly agreed, as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Contractor a sum equal to One Hundred Fifty Dollars (\$150.00) for each and every Calendar Day beyond the agreed date which the Contractor has agreed to for Substantial Completion of the Work included in the Contract Documents. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not substantially completed within the agreed time, or with the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only, and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 **DISPUTE RESOLUTION**

Delete the text of Section 5.1 in its entirety and substitute the following:

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.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

Delete the text of Section 7.1 in its entirety and substitute the following:

§ 7.1.1 The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, General, Supplementary and other Conditions of the Contract), Performance Bond, Labor and Material Payment Bond, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Unless specifically enumerated in the Agreement, the

Contract Documents do not include the advertisement or invitation to propose, Instructions to Proposers, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's Proposal or portions of Addenda relating to proposal requirements.

To the extent any provision in the Supplementary Conditions to this AIA Document A107-2007 Abbreviated Standard Form of Agreement, issued by Owner, conflicts with any provision in the Agreement or in the Supplementary Conditions issued by the Engineer; the Supplementary Conditions to this AIA Document A107-2007 Abbreviated Standard Form of Agreement issued by Owner shall control.

§ 7.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities, with the earlier listed items having precedence over later items:

.1 Contract Modifications;

.2 The AIA Document A107-2007 Abbreviated Standard Form of Agreement, along with this document, Supplementary Conditions to the AIA Document A107-2007;

- .3. Addenda, with those of later date having precedence over those of earlier date;
- .4. Drawings and Specifications.

Should these Contract Documents disagree in and/or among themselves, the Engineer and Owner will select the appropriate method for performing the Work in accordance with the Owner's priorities.

ARTICLE 8 OWNER

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete the text of Section 8.3 in its entirety and substitute the following:

§ 8.3 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails with seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, immediately correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 9 CONTRACTOR

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the text of Section 9.2.1 in its entirety and substitute the following:

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skills and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the job site safety thereof and, except as stated below, shall be fully and solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the Contractor determines such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

§ 9.3 LABOR AND MATERIALS

Add the following Section 9.3.4:

§ 9.3.4 The Contractor shall comply with the provisions of Section 533.007 of the Texas Health and Safety Code and Chapter 250, Section 411.115 of the Texas Government Code and Chapter 414, Subchapter K of the Texas Administrative Code. The form of certification by the Contractor shall be supplied by the Owner, and must be supplemented by the Contractor as required by law, or as requested by the Owner.

§ 9.4 WARRANTY

Delete the final sentence from Section 9.4 and substitute the following:

“The Contractor’s warranty excludes remedy for damage or defect caused by abuse, material alteration to the Work not executed by the Contractor, insufficient maintenance or maintenance not in compliance with written instructions therefor, operation not in compliance with written instructions therefor, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.”

§ 9.4.4 The Contractor shall accompany the Owner and Engineer for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The Contractor shall provide written notification to the Owner and Engineer when said Punch List items and/or deficiencies have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 9.5 TAXES

Delete the text of Section 9.5 in its entirety and substitute the following:

§ 9.5 The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental or lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner’s exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

§ 9.7 ALLOWANCES

Add the following sentence to the end of Section 9.7:

“Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct and approve in writing.”

§ 9.15 INDEMNIFICATION

Delete the text of Section 9.15.1 in its entirety and substitute the following:

§ 9.15.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including without limitation, attorney’s fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of

the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 9.15.

ARTICLE 10 ARCHITECT [ENGINEER]

Delete the text of Section 10.2 in its entirety and substitute the following:

§ 10.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

Delete the text of Section 10.5 in its entirety and substitute the following:

§ 10.5 The Engineer shall have authority to reject Work that does not conform to the Contract Documents. The Engineer shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing which would result in additional cost to the Owner shall require advance notice to and approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith, either to exercise or not exercise such authority, shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

ARTICLE 13 CHANGES IN THE WORK

Delete the final sentence of Section 13.1 in its entirety and substitute the following:

“A Change Order shall be based on agreement between the Owner, Contractor, and Engineer, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 8.3 or the Owner's assessment of liquidated damages as allowed by the Contract Documents. In such event, the Change Order is deemed approved by Contractor and Contractor's signature(s) are not required. A Construction Change Directive requires agreement by the Owner or the Owner's representative and Engineer, and may or may not be agreed to by the Contractor; an order for a minor change that does not increase cost of project may be issued by the Engineer alone.”

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

Delete the text of Section 15.1.3 in its entirety and substitute the following:

§ 15.1.3 Payments shall be made on account of materials and/or equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety;
- .2 The location must be a bonded warehouse;
- .3 The surety must agree, in writing, to each request for payment; and
- .4 The Contractor must bear the cost of the Owner's and Engineer's expenses related to visiting the off-site storage area.

Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

Delete the text of Section 15.5.2 in its entirety and substitute the following:

§ 15.5.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, and the Final Certificate for Payment has been issued by the Engineer. The final payment will not be made until all of these conditions have been satisfied.

ARTICLE 17 INSURANCE AND BONDS

Reference is here made to Insurance Requirements as specified in the Contract.

§ 17.3 PROPERTY INSURANCE

Delete the text of Section 17.3.3 in its entirety.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

Reference is here made to General Conditions to the Contract for Construction.

ARTICLE 18 CORRECTION OF WORK

Delete the text of Sections 18.1 and 18.2 in their entirety and substitute the following:

Add the following Sections:

§ 18.1 In the event of failure in the Work, including a specified product, whether during construction, or the contractual correction period (which shall be one [1] year from the Date of Substantial Completion, except where a longer period is specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Engineer. Upon correction of warranty items, the Contractor shall provide the Owner and Engineer with written notification of said correction. This obligation shall survive acceptance of the Work under the Construction Contract.

§ 18.2 The Contractual Correction Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completion shall have their warranties (general and any extended correction periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time

extensions. This correction period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

Delete the text of Section 18.5 in its entirety.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete the text of Section 19.4 in its entirety.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete the last sentence of Section 20.3 in its entirety and substitute the following:

“The Contractor shall be entitled to receive payment for Work executed and costs actually incurred by reason of such termination, up to the effective date of the notice of termination.”

ARTICLE 21 CLAIMS AND DISPUTES

Delete the text of Sections 21.2, 21.3, 21.4, 21.5, 21.6 and 21.7 in their entirety and substitute the following:

§ 21.2 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.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES
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Delete the text of Section 21.8 in its entirety.

These Supplementary Conditions are entered into as of the date indicated on the AIA Standard Form of Agreement.

OWNER:

CONTRACTOR:

By: _____
Steven B. Schnee, Ph.D.
Executive Director

By: _____

(Printed Name and Title)

