

Invitation

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from contractors experienced in providing **Grounds Keeping Services** for our facilities throughout Harris County.

Mental Health Mental Retardation Authority of Harris County invites your company 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 (RFP) Request for Proposal.

Contractors 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 and to waive any requirements in order to take the action which it deems to be in the best interest of MHMRA.

At the time and place established for receipt of the Proposals, MHMRA of Harris County will only release the names of the Contractors 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 and MHMRA's Board of Trustees.

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

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

REQUEST FOR PROPOSAL



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

Agency Grounds Keeping Services

Job # 11/0003

January 2011

**MHMRA, 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 thirty-eight (38) thousand Harris County residents each year.

MHMRA invites qualified companies herein after referred to as “contractor or vendor,” to submit proposals for **Agency Grounds Keeping Services** for our facilities throughout Harris County 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 \$177million. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of contract. Our goal is to employ best practices and cost effectiveness.

MHMRA is requesting Proposals for the selection of a contractor to provide Agency Grounds Keeping Services for multiple facilities within Harris County for a base period of two (2) years beginning May 1, 2011 through April 31, 2013 with three (3) one (1) year renewal options at the sole discretion of MHMRA.

SECTION II

RFP TIMELINE AND EVENTS

Solicitation Packet Ready for Pick up:

Tuesday, January 11, 2011. Location: 7011 SW Freeway, Houston, TX 77074 on 1st Floor in Purchasing Department.

Site Visits

Tuesday-Friday, January 18-21, 2011
(Visits will not be accompanied by MHMRA Staff)

Mandatory Pre-Proposal Conference:

Tuesday – January 25, 2011.
Location: 7011 SW Freeway, Houston, TX 77074.

Deadline for Questions Submitted by Vendor

Monday, January 31, 2011 by COB

Deadline to Respond to Questions by MHMRA

Wednesday, February 2, 2011 by COB 5:00 p.m.

Proposal Due Back to Purchasing:

Tuesday, February 15, 2011 by 11:00 a.m.
Location: 7011 SW Freeway, Houston, TX 77074 on 1st Floor in Purchasing Department.

Proposal Opening

Tuesday, February 15, 2011.
A public Proposal Opening will be held immediately following receipt of Proposals at 11:15 a.m.

SECTION III - GENERAL INSTRUCTIONS

A. Site Visits

The Site Visits will begin on Tuesday, January 18, 2011 through Friday, January 21, 2011. Contractors **will not** be accompanied by MHMRA Staff, but all addresses will be provided on pages 14 and 15 of 51. Staff Contact Person for Site Visits will be Facilities Project Manager, Mr. Oscar Garcia, cell phone #713-875-6559 or Office # 713-970-7303.

B. Mandatory Pre-Proposal Conference

A Mandatory Pre-Proposal Conference will be held on Tuesday, January 25, 2011 at 11:00 a.m., 7011 Southwest Freeway.

Deadline for questions from contractors: Monday, January 31, 2011.

Deadline for responses to questions: Wednesday, February 2, 2011.

All questions concerning the PROPOSAL specifications must be submitted in writing faxed or emailed.

Marguarette C. Washington, Senior Buyer II

Email: Marguarette.washington@mhmrharris.org

Cc

Sharon Brauner, C.P.M., A.P.P. Senior Purchasing Coordinator

Email: Sharon.brauner@mhmrharris.org

C. 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 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 Tuesday, February 15, 2011 @ 11:00 a.m. The original Proposal, signed in ink, four (4) additional photocopies and an electronic copy (CD_ROM) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA Harris County

Purchasing Department

Attn: Marguarette C. Washington, Senior Buyer

7011 Southwest Freeway, Houston, Texas 77074

Ofc: (713) 970-7304

Fax: (713-970-7682

“PROPOSAL FOR AGENCY GROUND KEEPING SERVICES”
DO NOT OPEN UNTIL 11:00 a.m., Tuesday, February 15, 2011

No proposal will be accepted after the stated deadline.

Respondents may mail or personally delivery their proposals to the Purchasing Department of MHMRA at the above address. MHMRA will not be responsible for any proposal that is 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 the Request for Proposal.

D. Proposal Opening

A Public Proposal **Opening** will be held, Immediately following receipt of Proposals **on Tuesday, February 15, 2011, 7011 SW Freeway, Houston, Texas 77074.**

E. 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, or 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.

F. Contractor Requirements and Responsibilities

The Contractor agrees to perform all work and to take any required actions, including the furnishing of all supervision, labor, materials, tools, machinery, equipment, insurance, services, and transportation required for the accomplishment and completion of Grounds Keeping services as described in these specifications, in the locations listed. Services are to be rendered in a workmanlike manner, with consideration for building occupants, and in accordance with the provisions of this contract.

It shall be the responsibility of all Contractors, **prior to submitting their Proposal**, to personally visit each site. Each Contractor shall verify all existing conditions and all work required for the services as outlined by the specifications. Add-ons resulting from oversight by Contractor during the verification process will not be accepted.

G. Immigration Reform and Control Act

The 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.

H. References and Experience

All interested parties will be required to **submit with their Proposal** a minimum of three (3) local references where contractors have 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, email address** and **website address if available**. 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.

I. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award will be made no more than thirty (30) days after the **Proposal Due Date**. All interested parties are required to guarantee their offers as an irrevocable offer for one hundred and twenty days (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 Proposals 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 contractor.

J. Permits

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the contractor, and must be obtained prior to commencement of any work.

K. Financial Information

Contractor must submit a copy of their latest audited financial statements. 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 (1) year.

L. Payments/Invoicing

Contractor 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 services, unit and total price, discount terms and include Vendor's name and return remittance address.

M. Price Adjustments

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

N. Historically Underutilized Business (HUB)

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 contracts. Please submit proof of Historically Underutilized Business "HUB" state certificate and/or City of Houston M/W/DBE 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.

O. Minority/Women and/or Disadvantaged Business (M/W/DBE)

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.

P. 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.

Q. Form W-9

Contractors are to complete Form W-9 and submit with their Proposal documents. (Attachment E)

R. Documents

Each prime contractor may obtain one (1) set of proposal documents from MHMRA.

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SECTION IV - PROPOSAL STIPULATIONS & 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. Irregularities in PROPOSALS

Except as otherwise stated in the PROPOSALS, evaluation of all Proposals will be based solely upon information contained in the contractor's reply. MHMRA shall not be held responsible for errors, omissions or oversights in any contractor's reply. 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 and for the best interests of MHMRA.

C. Offer and Acceptance Period

All Proposals must specifically state that the proposal is an irrevocable offer valid for one hundred twenty (120) days after the proposal opening time and date.

D. Late Proposal Submittal

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

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 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 PROPOSALS

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. 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.

J. Locations

MHMRA has various locations throughout Harris County. The successful contractor should not have geographical limitations.

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 in operation, a minimum of two (2) years before this Request for Proposal.

L. Pricing/Fees and Billing Practices

Each Contractor shall provide their responses on the “Request for Proposal Reply” page regarding any fees applicable for provision of required services. (Section IX)

M. Invoicing

The successful contractor will be required to submit an invoice to the Project Manager once a month for work completed “within” the month.

N. Cost of Services

Each firm submitting a response to this Request for Proposal will be evaluated on all substantial aspects of their Proposal including total evaluated cost to MHMRA. Contractors are required to provide a breakdown of all cost in accordance with the Proposal Reply Page.

O. Safety

Within its submission, the contractor must document its current policies, procedures and practices regarding discharge of the safety function to Temporary Staff Personnel. 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.

Any subcontractor firms must also submit the above information.

P. Licensure

The contractor shall submit, with their Proposal, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

Q. Notice “Not to Participate”

Vendors 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*)

R. Deviation Form

Each response to the solicitation shall contain a Deviation Form, which states the prospective contractor’s commitment to the provisions of this Request for Proposal. 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. (*See Attachment C*)

S. Subcontractors

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

T. Term of Contract

The intent of the Request for Proposal is to award a base two (2) year initial period of performance with three (3) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance, which will be reviewed, on an annual basis. The contract shall begin with the qualified Contractor on May 1, 2011, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

U. Conflict of Interest Provision

The Health and Human Services Commission organizational conflict of interest provision is applicable, in that contractors who develop of draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from Proposal or submitting a proposal to compete for the award of such procurement. (HHSC Uniform Contract Terms & Conditions Version 1.3)

SECTION V - INSURANCE REQUIREMENTS

A. Policies, Coverage's, and Endorsements.

Contractor agrees to maintain the following insurance policies, with the specified coverage's 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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000 for bodily injury and property damage combined.

2 - Workers' Compensation & Employers' Liability

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
Employers Liability	\$500,000

3 – Automobile Insurance

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
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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's 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, Vendor 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 Vendor or Vendor'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 - PROPOSAL EVALUATION CRITERIA

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 proposals, but the evaluation will not be limited to these items when making a final recommendation.

A.	Overall Program Concept 30 %	Indication that the contractor has a well-defined concept and program structure for all components of service desired by MHMRA.
B.	Understanding 30%	Indication that the contractor understands the nature of MHMRA services and constraints in providing those services and that the contractor has thoroughly analyzed MHMRA's needs.
C.	Financial Condition 10%	As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, is financially stable and able to provide related services in its entirety.
D.	References 10%	The quality of the response from references particularly those in the Houston area. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.
E.	Past Performance 10%	Documentation of past performance in areas of this magnitude and resulting customer satisfaction.
F.	Cost 10%	Cost will only become a determining factor when all other conditions are equal.

Not all evaluation factors are equal in importance, and each factor will be weighted during the evaluation process in accordance with its importance to MHMRA.

SECTION VII – SPECIALIZED SERVICES TO BE PERFORMED

1.0 SCOPE OF SERVICES

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is seeking a contractor experienced in providing Grounds Keeping Services at 7011 Southwest Freeway and outlying facilities. The intent of this specification is to obtain firm pricing to maintain the grounds of various MHMRA locations for base period beginning May 2011 through April 2013 with three (3) one (1) year renewal options through year 2016. The following locations are where Grounds Keeping Services are to be performed:

EXHIBIT A

A. COMMERCIAL FACILITIES

ADDRESS

Southwest Freeway Bldg.	7011 Southwest Freeway, 77074
Conference Center	7033 Southwest Freeway, 77074
ECI Hillcroft	6125 Hillcroft, 77081
NEMH Clinic	7200 N. Loop East, 77028
NWMH Clinic	3737 Dacoma, 77092
Bristow Center	2627 Caroline, 77002
Safe Havens	1215 Dennis, 77002
ECI Airline	6032 Airline Drive, 77076
Southeast CSC	5901 Long Drive, 77087
Pasadena Cottage “A & B”	2122 Wichita, 77502
Humble Service Center	6805 Oak Village Dr., 77396

B. RESIDENTIAL FACILITIES

ADDRESS

Donsky GLC	11511 Bobwhite, 77035
Applewhite GLC	526 Applewhite, 77450
Stonechase MR Respite	6607 Stonechase, 77084
Jackson St. Respite	5518 Jackson St., 77004

HCS-I Barbarella	6603 Barbarella , 77088
Westbury GLC	5707 Warm Springs Rd, 77035
Branard St. GLC	612 Branard St. 77006

C. ACREAGE

ECI Airline (Behind)	6032 Airline Drive, 77076
N E Mental Health CSC	7200 North Loop East, 77028

2.0 GENERAL REQUIREMENTS

- 2.1 Grounds Keeping Services for these Facilities shall commence upon the date specified in the executed contract requesting the performance of such Grounds Keeping Services.
- 2.2 The Contractor’s employees shall be trained in the various disciplines of grounds keeping services to perform such Grounds Keeping services in a good and workmanlike manner meeting the highest standards for service of like kind.
- 2.3 A trained supervisor with expertise in grounds keeping services shall be present at each Facility during the Contractor’s performance of such services.
- 2.4 The telephone number for the Contractor’s establishment for Grounds Keeping Services during Business Hours on Business Days shall be given directly to the Agency Project Manager. A change of the then current telephone number shall immediately be (i) given verbally to the Agency Project Manager, and (ii) confirmed in writing to the Agency Project Manager. ***The Agency may terminate this Contract upon the Contractor’s failure to comply with such notification to the Agency Project Manager.***
- 2.5 The Contractor shall comply with health, safety and security regulations which may, from time to time, be issued by the Agency, Agency Project Manager, or his designee. The Agency Project Manager shall be charged with giving written or verbal, (confirmed in writing), notification to the Contractor of such regulations.
- 2.6 The Contractor shall immediately give verbal notice (confirmed in writing within 24 hours) to the Agency Project Manager of any damage to the Agency’s equipment, buildings, furnishings or property caused by the Contractor or of any damage to third party property during the course of carrying out work for MHMRA.
- 2.7 The Contractor shall perform the following Grounds Keeping Services for each Facility, in accordance with the applicable Facility’s Work Schedule defined in sections 7 and 8 below, unless the Contractor receives notice from the Agency

Project Manager changing or canceling any or all such services. Services are to be performed during Business Hours on Business Days during the Service Term of this Contract unless otherwise directed or approved by MHMRA.

- 2.8 *Contractor shall furnish within 48 hours a written confirmation of all scheduled work completed to Project Manager.* This may be in a simple form faxed or emailed. This is to include all items listed in Exhibit A; 3.0, 4.0, and 5.0.
Invoices will be short pad, when documentation is not received.

3.0 GENERAL LAWN MAINTENANCE

3.1 **Mow, Edge, Trim and Rake**

Mow, edge, trim and rake, as applicable, all lawns, berms, assessments and ditches, in accordance with each Facility's Work Schedule. Such Grounds Keeping services may be considered as performed weekly during the "growing season" and bi-monthly during the non-growing season to maintain a well-manicured appearance (See schedules 7.1 and 8.1). The "growing season" shall be considered from March 15th through October 15th. The remaining annual period represents the "non growth season."

Edging, trimming and raking shall include those areas not accessible to mowers, for the well-manicured look, i.e., abutting buildings, curbs, drives, fences, flower beds, parking areas, sprinkler heads, trees, walk ways and any other area at any Facility which requires Grounds Keeping services in accordance with the Contract.

3.2 **Pruning**

Bushes, hedges, shrubs and trees, of any height shall be pruned, shaped, trimmed and cleared at least seven (7) feet from the ground, as necessary, to maintain a well-groomed appearance. Such pruning, etc., also serves to prevent the obstruction of parking, walking areas, irrigation and plumbing systems, and damage to roofs and eaves.

3.3 **Removal of Weeds**

Weed Control shall be exercised on an each visit basis to all lawns, beds, berms, assessments, ditches and paved areas such as parking lots and sidewalks.

3.4 **Clean Up**

The Contractor, during its performance of Grounds Keeping Services, shall collect and bag all excess grass cuttings, general trash, leaves and any/or all other cuttings and debris from the entire outside area of each Facility. The outside area shall include the parking and walking areas. Bagged trash shall be disposed of by the Contractor in trash containers located in the trash collection area of the applicable facility or disposed of offsite. Major debris such as tree limbs or extensive cuttings shall be disposed of offsite so as not to fill up on site waste collection containers.

3.5 Irrigation System Maintenance

Inspect and make repairs after each service shall include, but not be limited to replacement and repair of the following within 24 hours and completed within 48 hours after receiving calls.

- a) Sprinkler heads
- b) Solenoid valves
- c) Timer “controlled timer”
- d) Contractor shall set irrigation system for seasonal conditions

Note: This contract will include all parts and labor associated with the maintenance of the irrigation systems. Contractor must provide personnel employed separately from crews performing ground maintenance. Irrigation crew must consist of one licensed irrigator and laborer, equipped with a truck containing basic irrigation repair parts. Contractor must submit a monthly record of irrigation inspections. Specify watering times per zone and day of week system is set to water grounds. State problems found on each zone and steps taken to correct any problems. Repair and replace any equipment damaged as a result of maintenance operations at the contractor’s expense. Keep heads and lines flushed clear. Check clock settings, clock operation, head elevation and coverage, valve function, vacuum breaker and that all heads are intact and secure. Monthly quality control reports shall be provided to Agency Project Manager. MHMRA reserves the right to call an outside vendor to make repairs to any irrigation system if the contractor does not make repairs within the required time. This service will be charged back to the contractor.

4.0 FERTILIZING, SPRAYING, WATERING AND WEEDING

- 4.1 Lawns shall be fertilized and treated for weeds twice a year. Contractor to advise MHMRA if any site(s) need(s) to be fertilized or treated for weeds, other than as scheduled, to maintain a healthy appearance and promote good growth. Fertilizers and sprays shall meet acceptable OSHA standards. The fall application of fertilizers and sprays shall contain fungicides to combat diseases in the turf, e.g. Saint Augustine decline, etc.
- 4.2 Ground covers, hedges, shrubs and trees shall be fertilized and sprayed at each Facility, in accordance with the applicable Facility’s Work Schedule defined in 7.0 herein below. Such services herein are required to prevent fungus and insect infestation, thereby maintaining healthy plants and promoting good growth.
- 4.3 Insecticides shall be applied at each site as needed to control ants, chinch bugs, grub worms, sod grass, and any lawn and ornamental pests.
- 4.4 Application of insecticides, fungicides and/or any chemicals shall be performed by a Licensed Technician or Certified Applicator that has a current lawn and ornamental license from the State of Texas Structural Pest Control Board or other authorized Texas State Agency. MSDS sheets must be provided to MHMRA for all pesticides or any chemicals being used at MHMRA’s facility for sections 4.1 through 4.4.

If watering of grounds is required at any site(s), contractor shall apprise MHMRA of the need in a timely manner and shall provide the proposed number of man-hours to accomplish the task. Contractor is not required to install or maintain irrigation systems within this contract's scope of work.

5.0 FEEDING AND MULCHING

- 5.1 All flower and shrub beds shall be mulched in March and October (*of each service year*) with composted materials. MHMRA anticipates that approximately 112 cubic yards of mulch will be required for each of the two applications. See schedule listed as Exhibit "B" for approximate amount of mulch to be used at each site. Contractor to advise MHMRA if mulch is needed at any site(s) at times other than the two scheduled applications. If mulch is recommended at any site(s), contractor should present a PROPOSAL based upon billing rate per man-hour and cost per cubic yard of mulch as listed in Exhibit "B".
- 5.2 All beds and planters whether flower or shrubs shall be kept in a neat condition, edged, and virtually free of weeds and undesirable growth at all times. Contractor to advise MHMRA if any site(s) is/are in need of watering to maintain healthy plants.
- 5.3 Flowering plants and shrubs shall receive at least one phosphorus feeding while setting blossoms. That is, azaleas, camellias and roses shall be treated "as often as necessary" for three (3) consecutive months after blooming to maintain a healthy appearance and promote good growth.

6.0 GROUNDS KEEPING SERVICES EQUIPMENT AND SPARE PARTS

- 6.1 The Contractor shall maintain a local Grounds Keeping facility (i) adequately staffed by trained Grounds Keeping employees, and (ii) equipped with applicable equipment and a fully stocked inventory of spare parts for the equipment for the Contractor to perform Grounds Keeping Services, in accordance with the terms and conditions of this Contract.
- 6.2 If the Contractor uses all practical means to comply with 3.0 through 3.4 herein above, but nevertheless is unable to complete any Grounds Keeping Services because of lack of spare parts, the Agency Project Manager may, upon a verbal (immediately confirmed in writing) or written request by the Contractor, allow a longer period of time for the completion of such services. Any such request, to be effective, must be received by the Agency Project Manager within the time period otherwise prescribed for the performance of such services. The longer time period allowed by the Agency Project Manager shall be only such time as is necessary to obtain the necessary spare parts, (but in no event may it extend later than the first Business Day after the date such approved services should otherwise be completed.)

6.3 The Agency Project Manager may also grant the Contractor time extension(s) to the extent of any delays caused by the Agency or other agencies with whom the work must be coordinated and over whom the Contractor has no control.

6.4 Labor Hours Time Definitions

Time designations will be as follows:

Business Day means any calendar day except Saturdays and Sundays and full day holidays, as designated by MENTAL HEALTH MENTAL RETARDATION BOARD OF TRUSTEES.

Business Hours, unless mutually agreed upon by the parties, means 8:00 a.m. to 5:00 p.m. on business days.

Regular Time means 8:00 a.m. through 5:00 p.m. Monday through Friday.

Emergency Time means outside of regular time. Two-hour response time required.

7.0 GROUNDS KEEPING SERVICES EQUIPMENT AND SPARE PARTS

Work Schedules for each commercial and residential facility,
(PROPOSAL Reply items Nos. 1 through 22-for each contract period listed)

MONTH	SECTION A	SECTION B	SECTION C
	WEEDING AND WEEDING	FERTILIZING LAWNS,	MULCHING BEDS AND
	BEDS, MOWING, TRIMMING	BEDS SHRUBS AND	FEEDING FLOWERING
	SPOT TREATMENT FOR	TREES	PLANTS
	INSECTS AND CLEANUP	(MINIMUM)	(MINIMUM)
SEPTEMBER	X 4		
OCTOBER	X 4	X1	X1
NOVEMBER	X 2		
DECEMBER	X 2		
JANUARY	X 2		
FEBRUARY	X 2		
MARCH	X 4	X1	X1
APRIL	X 4		
MAY	X 5		
JUNE	X 5		
JULY	X 4		
AUGUST	X 5		

- 7.1 Visits per month may vary plus or minus one depending on the day of the week of service; however, visits will total 43 per year.
- 7.2 When services for a facility are required four (4) or five (5) times a month, the services will be performed approximately seven (7) days apart on a business day during business hours.
- 7.3 When services for a facility are required two (2) times a month, the services will be performed approximately fourteen (14) days apart.
- 7.4 When services for a facility are required once a month, the services will be provided at a time mutually acceptable to the Contractor and the Department.

8.0 WORK SCHEDULES

8.1 Work Schedules for each acreage facility (PROPOSAL Reply items Nos. 19 through 20)

MONTH	MOWING, TRIMMING
	LIGHT TRASH PICK-UP
JANUARY	x 1
FEBRUARY	x 1
MARCH	x 2
APRIL	x 2
MAY	x 2
JUNE	x 2
JULY	x 2
AUGUST	x 2
SEPTEMBER	x 1
OCTOBER	x 1
NOVEMBER	x 1
DECEMBER	x 1

- 8.1.1 Service lots and trim grass around those areas not accessible to mowers. Service shall be performed in accordance with each facility work schedule 8.1 above.
- 8.1.2 Light trash pick-up shall be provided by Contractor such as picking up of paper prior to and/or after mowing. Contractor shall place light trash in trash container at adjacent occupied facility or remove it from the site. Contractor is also required to advise Agency Project Manager of any heavy trash found on the vacant lots.

9.0 SUPPLEMENTAL TREE TRIMMING

Exhibit "A" Section 3.2 requires contractor to prune, shape trim and clear bushes, hedges, shrubs and trees at least seven (7) feet from the ground. Contractor is to advise MHMRA if tree trimming above this level and/or tree trimming at roofs or eaves is required. A supplemental tree-trimming PROPOSAL would be solicited for trimming the trees above the seven- (7) foot line and/or at rooflines and/or eaves. A purchase order separate from the contract purchase order may be issued prior to commencement of any such work, or the purchase may be increased.

10.0 EXTRA CHARGES, METHOD OF PAYMENT

For extra Grounds Keeping service (s), if any, rendered by the Contractor in accordance with the terms and conditions of this Contract, the Agency shall pay Extra Charges to the Contractor as follows:

- 10.1 The Contractor shall perform extra Grounds Keeping Service(s) at any Facility, if such Grounds Keeping Service(s) are like or similar to those Grounds Keeping Services defined in Exhibit "A", or an extension of those Grounds Keeping Services defined in Exhibit "A", i.e., (i) replanting or replacing existing and/or perished plants, (ii) establishing new flower beds or newly landscaped areas, upon receipt of notice from the Agency Project Manager requesting the performance of such Grounds Keeping Service(s). The performance of extra Grounds Keeping Service(s) shall be performed at a time agreed upon by the Contractor and Agency Project Manager. A purchase order separate from the contract purchase order may be issued prior to commencement of any such work, or the purchase order may be increased. This will require an amendment to the contract.
- 10.2 Contractor shall be reimbursed for any and all grass (sod and/or seed), bedding plants, shrubs and trees authorized by the Agency. Contractor must provide documentation to support invoices for such items.
- 10.3 If, during the Service Term of this Contract there is legislation enacted regarding an increase or increases in the minimum wage rate law or increase mandated in workers compensation rates by the State of Texas Board of Insurance, the Contractor may submit a request or requests for an increase in the fees.

11.0 ADDITIONAL FACILITY/ FACILITIES

The Agency Project Manager may add an additional facility or facilities to this Contract by giving verbal (confirmed in writing) or written notification of such facility or facilities to the Contractor. To be effective the notice must describe the additional facility or facilities by name and address. The initiation of service to the facility shall take effect upon the seventh (7th) day following its receipt of notice by the Contractor or on such earlier date, if agreed upon by the parties, or later date as specified therein. As of the effective date, each Facility so added shall be subject to the Contract requirements and PROPOSAL specifications.

12.0 DELETION OF FACILITY

Any Facility subject to this Contract may be deleted from this Contract. Any such notice takes effect upon its receipt by the contractor unless the notice provides otherwise. To be effective the notice must describe the Facility by complete address. The Agency Project Manager may give more than one such notice to the Contractor. When such notice takes effect the Monthly Cost Per Service for the deleted Facility shall cease to accrue. Any Facility which is so deleted may be added back subject to the provisions of Section 11.0.

13.0 SUBCONTRACTING

Any services under this contract shall require the express approval of MHMRA.

EXHIBIT B

SCHEDULE OF MULCH ANTICIPATED AT EACH SITE

<u>A. COMMERCIAL FACILITIES</u>	<u>ADDRESS</u>	<u>CUBIC YDS. MULCH</u>
Southwest Freeway Bldg.	7011 Southwest Freeway, 77074	50
Conference Center With 7011	7033 Southwest Freeway, 77074	combined
ECI Hillcroft	6125 Hillcroft, 77081	6
NEMH Clinic	7200 N. Loop East, 77028	3
NWMH Clinic	3737 Dacoma, 77092	4
Bristow Center	2627 Caroline, 77002	1
Safe Havens	1215 Dennis, 77002	2
ECI Airline	6032 Airline Drive, 77076	6
Southeast CSC	5901 Long Drive, 77087	10
Pasadena Cottage "A & B"	2122 Wichita, 77502	3
Humble Service Center	6805 Oak Village Dr., 77396	2

<u>B. RESIDENTIAL FACILITIES</u>	<u>ADDRESS</u>	<u>CUBIC YDS. MULCH</u>
Donsky GLC	11511 Bobwhite, 77035	1
Applewhite GLC	526 Applewhite, 77450	1
Stonechase MR Respite	6607 Stonechase, 77084	1
Jackson St. Respite	5518 Jackson St., 77004	2
HCS-I Barbarella	6603 Barbarella , 77088	1
Westbury GLC	5707 Warm Springs Rd, 77035	2
Branard St.	612 Branard St., 77006	2

C. ACREAGE

ECI Airline (Behind)	6032 Airline Drive, 77076	0
North East MH Clinic	7200 North Loop East, 77028	0

*** TOTAL: 101 CU. YARDS**

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

SECTION VIII - PROPOSAL CONTENTS

Title Page:

- Name of contractor, local address, e-mail address, telephone, fax number, contact name website if available.

Table of Contents:

All Proposals must include the following information:

- Clear identification of material by section and page.
- List of at least three (3) references, including contact person, telephone number, fax number and email address.

PROPOSAL:

- Contractor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
 - Contractor must supply a price schedule by service.
 - Must bear the **original signature** of a principle or authorized officer of the interested part.
 - Signature Page must be signed in INK by Officer of Company.
 - Must be typed.
- Interested parties are encouraged to submit along with their response to this PROPOSAL any additional descriptive information about their company that they deem is important, or any relevant information that might set their company apart from the rest of the competition.
- All Proposals must be submitted with one (1) original and four (4) copies and an electronic copy (CD-ROM or Floppy), mailed or delivered in a sealed envelope to MHMRA of Harris County.
- **Proposal Reply Page** detailing the cost per cut per site.
- **Proposal Specification Deviation Form** in which Proposal must expressly state any exceptions to the Proposal package. (**Attachment C**)
- **Notice “Not to Participate”** – Please sign and state the reason for not participating. Proposal. (**Attachment D**)

Additional documents to be submitted:

- Reference List
- Proof of Insurance
- Required License
- W9 Form
- Signature Page - *Must be signed by the person or officer of the company submitting the PROPOSAL that is authorized to enter into contractual agreements on behalf of the company*

- Contractor must submit a copy of their latest audited financial statement or a letter from company's CPA.
- 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 to "No To Participate" Proposal" Form (Attachment D)
- Signature Page
- If your pricing is government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, Harris County)
- Policy & Procedure for Criminal Background checks and Drug Testing.

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

SECTION IX - PROPOSAL REPLY

GROUNDS KEEPING SERVICES

PROPOSAL Opening: 11:00 AM Tuesday, February 15, 2011

(1) May 2011 – April 31, 2012 (Pricing to be held for initial two(2) year base period)

I. COMMERCIAL FACILITIES	COST PER CUT/ SITE	MULCH
1. S.W. FREEWAY BUILDING	_____	_____
2. CONFERENCE CENTER	_____	_____
3. ECI HILLCROFT	_____	_____
4. NORTHEAST CSC	_____	_____
5. NORHTWEST CSC	_____	_____
6. BRISTOW CENTER	_____	_____
7. SAFE HAVENS	_____	_____
8. ECI AIRLINE	_____	_____
9. SOUTHEAST CSC	_____	_____
10. PASADENA COTTAGE A & B	_____	_____
11. HUMBLE SERVICE CENTER	_____	_____
SUB TOTAL (ANNUAL) FOR COMMERCIAL FACILITIES	\$	_____
II. RESIDENTIAL FACILITIES	COST PER CUT / SITE	MULCH
1. DONSKY GLC	_____	_____
2. APPLEWHITE	_____	_____
3. STONECHASE MR RESPITE	_____	_____
4. JACKSON ST. RESPITE	_____	_____
5. BARBARELLA HCS I	_____	_____
6. WESTBURY GLC	_____	_____
7. BRANARD ST	_____	_____
SUB TOTAL (ANNUAL) FOR RESIDENTIAL FACILITIES	\$	_____
TOTAL COST PER CUT \$	_____	TOTAL COST MULCH \$ _____

III. ACREAGE

COST PER CUT/ SITE

19. ECI AIRLINE VACANT LOT _____

20. NORTHEAST MH _____

a. ACREAGE BEYOND ROAD _____

SUBTOTAL (ANNUAL) FOR ACREAGE

\$ _____

TOTAL ANNUAL COST FOR COMMERCIAL, RESIDENTIAL, AND ACREAGE

21. MATERIAL COST PER CUBIC YARD OF MULCH \$ _____
\$ _____

22. BILLING RATE PER ONE HOUR OF MANPOWER \$ _____

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

(2) May 2012 – April 31, 2013 (Pricing to be held for initial two(2) year base period)

IV. COMMERCIAL FACILITIES	COST PER CUT/ SITE	MULCH
1. S.W. FREEWAY BUILDING	_____	_____
2. CONFERENCE CENTER	_____	_____
3. ECI HILLCROFT	_____	_____
4. NORTHEAST CSC	_____	_____
5. NORHTWEST CSC	_____	_____
6. BRISTOW CENTER	_____	_____
7. SAFE HAVENS	_____	_____
8. ECI AIRLINE	_____	_____
9. SOUTHEAST CSC	_____	_____
10. PASADENA COTTAGE A & B	_____	_____
11. HUMBLE SERVICE CENTER	_____	_____
SUB TOTAL (ANNUAL) FOR COMMERCIAL FACILITIES	\$	_____

V. RESIDENTIAL FACILITIES	COST PER CUT / SITE	MULCH
1. DONSKY GLC	_____	_____
2. APPLEWHITE	_____	_____
3. STONECHASE MR RESPITE	_____	_____
4. JACKSON ST. RESPITE	_____	_____
5. BARBARELLA HCS I	_____	_____
6. WESTBURY GLC	_____	_____
7. BRANARD ST	_____	_____
SUB TOTAL (ANNUAL) FOR RESIDENTIAL FACILITIES	\$	_____

TOTAL COST PER CUT \$_____

TOTAL COST MULCH \$_____

VI. ACREAGE

COST PER CUT/ SITE

19. ECI AIRLINE VACANT LOT _____

20. NORTHEAST MH _____

b. ACREAGE BEYOND ROAD _____

SUBTOTAL (ANNUAL) FOR ACREAGE

\$ _____

TOTAL ANNUAL COST FOR COMMERCIAL, RESIDENTIAL, AND ACREAGE

21. MATERIAL COST PER CUBIC YARD OF MULCH \$ _____
\$ _____

22. BILLING RATE PER ONE HOUR OF MANPOWER \$ _____

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

(3) May 2013 – April 31, 2014

VII. COMMERCIAL FACILITIES	COST PER CUT/ SITE	MULCH
1. S.W. FREEWAY BUILDING	_____	_____
2. CONFERENCE CENTER	_____	_____
3. ECI HILLCROFT	_____	_____
4. NORTHEAST CSC	_____	_____
5. NORHTWEST CSC	_____	_____
6. BRISTOW CENTER	_____	_____
7. SAFE HAVENS	_____	_____
8. ECI AIRLINE	_____	_____
9. SOUTHEAST CSC	_____	_____
10. PASADENA COTTAGE A & B	_____	_____
11. HUMBLE SERVICE CENTER	_____	_____
SUB TOTAL (ANNUAL) FOR COMMERCIAL FACILITIES	\$	_____

VIII. RESIDENTIAL FACILITIES	COST PER CUT / SITE	MULCH
1. DONSKY GLC	_____	_____
2. APPLEWHITE	_____	_____
3. STONECHASE MR RESPITE	_____	_____
4. JACKSON ST. RESPITE	_____	_____
5. BARBARELLA HCS I	_____	_____
6. WESTBURY GLC	_____	_____
7. BRANARD ST	_____	_____
SUB TOTAL (ANNUAL) FOR RESIDENTIAL FACILITIES	\$	_____

TOTAL COST PER CUT \$ _____

TOTAL COST MULCH \$ _____

IX. ACREAGE

COST PER CUT/ SITE

19. ECI AIRLINE VACANT LOT _____

20. NORTHEAST MH _____

c. ACREAGE BEYOND ROAD _____

SUBTOTAL (ANNUAL) FOR ACREAGE

\$ _____

TOTAL ANNUAL COST FOR COMMERCIAL, RESIDENTIAL, AND ACREAGE

21. MATERIAL COST PER CUBIC YARD OF MULCH \$ _____
\$ _____

22. BILLING RATE PER ONE HOUR OF MANPOWER \$ _____

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

(4) May 2014 – April 31, 2015

X. COMMERCIAL FACILITIES	COST PER CUT/ SITE	MULCH
1. S.W. FREEWAY BUILDING	_____	_____
2. CONFERENCE CENTER	_____	_____
3. ECI HILLCROFT	_____	_____
4. NORTHEAST CSC	_____	_____
5. NORHTWEST CSC	_____	_____
6. BRISTOW CENTER	_____	_____
7. SAFE HAVENS	_____	_____
8. ECI AIRLINE	_____	_____
9. SOUTHEAST CSC	_____	_____
10. PASADENA COTTAGE A & B	_____	_____
11. HUMBLE SERVICE CENTER	_____	_____
SUB TOTAL (ANNUAL) FOR COMMERCIAL FACILITIES	\$	_____

XI. RESIDENTIAL FACILITIES	COST PER CUT / SITE	MULCH
1. DONSKY GLC	_____	_____
2. APPLEWHITE	_____	_____
3. STONECHASE MR RESPITE	_____	_____
4. JACKSON ST. RESPITE	_____	_____
5. BARBARELLA HCS I	_____	_____
6. WESTBURY GLC	_____	_____
7. BRANARD ST	_____	_____
SUB TOTAL (ANNUAL) FOR RESIDENTIAL FACILITIES	\$	_____

TOTAL COST PER CUT \$_____

TOTAL COST MULCH \$_____

XII. ACREAGE

COST PER CUT/ SITE

19. ECI AIRLINE VACANT LOT _____

20. NORTHEAST MH _____

d. ACREAGE BEYOND ROAD _____

SUBTOTAL (ANNUAL) FOR ACREAGE

\$ _____

TOTAL ANNUAL COST FOR COMMERCIAL, RESIDENTIAL, AND ACREAGE

21. MATERIAL COST PER CUBIC YARD OF MULCH \$ _____
\$ _____

22. BILLING RATE PER ONE HOUR OF MANPOWER \$ _____

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

(5) May 2015 – April 31, 2016

XIII. COMMERCIAL FACILITIES	COST PER CUT/ SITE	MULCH
1. S.W. FREEWAY BUILDING	_____	_____
2. CONFERENCE CENTER	_____	_____
3. ECI HILLCROFT	_____	_____
4. NORTHEAST CSC	_____	_____
5. NORHTWEST CSC	_____	_____
6. BRISTOW CENTER	_____	_____
7. SAFE HAVENS	_____	_____
8. ECI AIRLINE	_____	_____
9. SOUTHEAST CSC	_____	_____
10. PASADENA COTTAGE A & B	_____	_____
11. HUMBLE SERVICE CENTER	_____	_____
SUB TOTAL (ANNUAL) FOR COMMERCIAL FACILITIES	\$	_____

XIV. RESIDENTIAL FACILITIES	COST PER CUT / SITE	MULCH
1. DONSKY GLC	_____	_____
2. APPLEWHITE	_____	_____
3. STONECHASE MR RESPITE	_____	_____
4. JACKSON ST. RESPITE	_____	_____
5. BARBARELLA HCS I	_____	_____
6. WESTBURY GLC	_____	_____
7. BRANARD ST	_____	_____
SUB TOTAL (ANNUAL) FOR RESIDENTIAL FACILITIES	\$	_____

TOTAL COST PER CUT \$ _____

TOTAL COST MULCH \$ _____

XV. ACREAGE

COST PER CUT/ SITE

19. ECI AIRLINE VACANT LOT _____

20. NORTHEAST MH _____

e. ACREAGE BEYOND ROAD _____

SUBTOTAL (ANNUAL) FOR ACREAGE

\$ _____

TOTAL ANNUAL COST FOR COMMERCIAL, RESIDENTIAL, AND ACREAGE

21. MATERIAL COST PER CUBIC YARD OF MULCH \$ _____
\$ _____

22. BILLING RATE PER ONE HOUR OF MANPOWER \$ _____

THIS TOTAL IS AN ESTIMATE OF CUBIC YARDS MULCH, ONLY TO ASSIST IN PROPOSAL

SECTION X - SIGNATURE PAGE

THIS PAGE MUST BE SIGNED OR PROPOSAL WILL NOT BE ACCEPTED

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 CONTRACTOR

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

Authorized Signature

Firm's Name

Typed or Printed Name

Number and Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

**Proposal Will Not Be Accepted If This Page Is
Not Signed By An Authorized Representative.**

XI – ATTACHMENT(S)

- A. **Sample Contract** – *Sample Contract is an exact replica of the actual legal document. Sample Contract may be reviewed by your legal counsel prior to award.*
- B. **HUB Subcontracting Plan**
(Historically Underutilized Business)
- C. **Proposal Specification Deviation Form**
- D. **Notice “Not to Participate” Form**
- E. **W-9**

ATTACHMENT A

Contract ID No. _____

STANDARD SUPPORT SERVICES CONTRACT

THIS AGREEMENT is made and entered into this _____2011, 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 _____ 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 **Agency Wide Grounds Keeping** 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 **Paul Wilson**. The Agency staff member responsible for overseeing this Agreement is **Paul Wilson**.

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 **Exhibits A and B**. 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 79th 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 B**, for an 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.

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

Employers liability	\$500,000
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3 - Automobile Liability

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
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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 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 _____, 2011 to _____, 2011, 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 B.
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.
7. **Termination for Failure to Disclose Criminal Convictions.** The Agency may terminate the contract at its sole discretion if it determines that the Contractor did not fully and accurately disclose the following information concerning persons convicted of crimes: (a) The identity of any employee, officer, or other person directly or

indirectly involved in the contract who has been convicted of any criminal offense related to any state or federally funded program; (b) The identity of any employee, officer, or person directly or indirectly involved in the contract who is in direct contact with persons served who has been convicted of any crime referred to in the National Crime Information Center Uniform Offense Classifications.

1. Should any person have such a conviction, Contractor, unless otherwise agreed to by the HHSC or the Agency, shall immediately remove the individual from direct contact with persons served.

2. If the Contractor has such a conviction, the agreement may be terminated without prior notice.

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 altering the obligations of either the Agency or Contractor in such manner as, in the sole judgment of the affected party, (1) will cause serious financial hardship to such party, or (2) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

17. **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

Printed/Typed Name: _____ Signature
Title: _____
Date: _____

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

Steven B. Schnee, Ph.D. Date
Executive Director

Approved As To Form By Date
MHMRA General Counsel

EXHIBIT A

CONTRACTOR:

CONTRACTOR ID#:

CONTRACT PERIOD:

(with ____ () one-year renewable options remaining)

SERVICE:

Agency Wide Grounds Keeping Services

SERVICE DESCRIPTION:

To provide agency wide grounds keeping services for MHMRA's commercial and residential facilities.

PERFORMANCE:

Deliver the services specified by this contract so as to consistently complete work as scheduled within specifications according to Request for Proposal dated _____, and as specified in Exhibits A, B and C.

RATE AND RATE DESCRIPTION:

Agency will be billed in accordance with rates expressed in Exhibit C.

NOT TO EXCEED:

\$ _____

UNITS INVOLVED:

1899-569003

PAYMENT DOCUMENTATION:

Contractor will submit invoice(s) for services 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: ____-____-____ 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 Specification, 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 RESPONSE.

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 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" – AGENCY GROUNDS KEEPING SERVICES
7011 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL 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 – 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 Proposal documents. Go to attached link for W-9, if Bid was emailed.

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