

INVITATION

Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from vendors/contractors experienced in Learning Management System Software.

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.

Vendors/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.

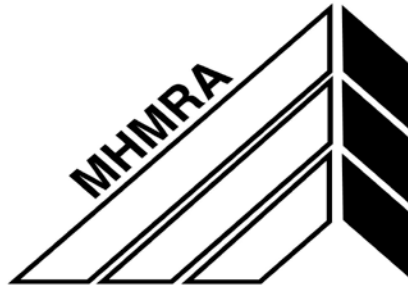
At the time and place established for receipt of the Proposals, MHMRA Harris County will only release the names of Contractors that have responded to this solicitation. No other information will be released until after MHMRA's Evaluation Team has evaluated the Proposals, and an award has been made and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

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

Request for Proposal



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

LEARNING MANAGEMENT SYSTEM SOFTWARE

**March 2010
Project #: 10/0006**

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

Table of Contents

<u>Section</u>	<u>Page</u>
I. Overview	1
II. RFP Timeline and Events.....	2
III. General Instructions	3
IV. Proposal Stipulations & Requirements.....	6
V. Insurance	9
VI. Proposal Evaluation Criteria	11
VII. Scope of Services & Evaluation Questions	12
VIII. Proposal Contents	15
IX. Proposal Reply Page	16
X. Signature Page	18
XI. Attachments	19
A. Sample Contract	
B. HUB Subcontracting Plan (Historically Underutilized Business)	
C. Deviation Form	
D. Notice to “Not To Participate” Form	
E. W – 9 Request for Taxpayer Identification number and Certification	

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.

MHMRA plans to enter into a contract with a successful vendor/contractor experienced in providing a **Learning Management System**.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as “contractor” or “vendor” to submit Proposals for Learning Management System Software 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 \$177 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.

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

Proposal Pick Date:	Tuesday, March 9, 2010
Pre-Proposal Conference:	Tuesday, March 16, 2010 – 10:30 a.m.
Deadline for Proposal Questions:	Tuesday, March 23, 2010 – 4:00 p.m.
Deadline for Final Response to Questions:	Wednesday, March 31, 2010
Sealed Proposals Due:	Tuesday, April 13, 2010 10:00 a.m.
Proposal Opening (Vendor Names on the Proposal Reply forms will be disclosed)	Tuesday, April 13, 2010. A public Proposal Opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074
Toll Free Access # for Pre-Proposal Conference	1-866-206-0240
Toll Access #	1-646-216-7111
Participation Pin #	833416
Demonstrations from Vendors	Monday, April 19 th thru Thursday, April 22, 2010
Anticipated Award Date:	After Board Approval – May 25, 2010

SECTION III - GENERAL INSTRUCTIONS

A. Questions

Deadline for questions from vendors/contractors: Tuesday, March 23, 2010 by 4:00 p.m.

Deadline for responses to questions: Wednesday, March 31, 2010

All questions concerning the **PROPOSAL** specifications must be submitted in writing, faxed or emailed to Marguarette C. Washington:

Marguarette C. Washington, Senior Buyer II

Ofc: (713) 970 - 7304

Fax: (713) 970 - 7682

E-mail: marguarette.washington@mhmraharris.org

CC:

Sharon Brauner, Buyer III, CPM

Ofc: (713) 970-7279

Fax: (713) 970-7682

E-mail: sharon.brauner@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 Tuesday, April 13, 2010 at 10:00 a.m. The original Proposal, signed in ink, four (4) 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: Marguarette C. Washington, Senior Buyer II

7011 Southwest Freeway, Houston, Texas 77074

“Proposal For Learning Management System Software”
“DO NOT OPEN UNTIL Tuesday, April 13, 2010 at 10:00 AM”

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 Tuesday, April 13, 2010 at 10:15 a.m., 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 and Experience

All interested parties are required to submit with their Proposal a minimum of three (3) 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.

Contractor shall submit with their Proposal, documentation of past performance in projects of similar magnitude and resulting customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness and flexibility, etc.

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 contractor.

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/vendor 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 vendor.

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

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

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 Proposal 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

Vendor/Contractor is to complete Form W-9 and Submit with their Proposal documents.

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

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 and 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 contractors response to this Proposal. MHMRA shall not be held responsible for errors, omissions or oversights in any contractors 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 vendor 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 oral presentation/demos 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 vendor via faxed amendment or email.

G. Availability of the Proposal

After opening, each Proposal, except those portions for which a vendor 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. Locations

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

L. Deviation Form

Each Proposal shall contain a Deviation Form, which states the perspective Proposal 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 including the sample contract 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.

O. Term of Contract

The intent of the RFP is to award this contract to the qualified contractor who can provide and meet all specified requirements of this Request for Proposal.

The contract shall commence with a tentative award date and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein.

P. Pricing

Each contractor shall provide responses to “Proposal Reply” page with total pricing.

Q. Licensure

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

R. 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)

S. 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.

T. Contractor Requirements and Responsibilities

The Contractor agrees to perform all work and to take any required actions, including the furnishing of all supervision, labor, insurance, services, and transportation required for the accomplishment of Learning Management System Services as described in these specifications. Services are to be rendered in a workmanlike manner, and in accordance with the provisions of this contract.

SECTION V - INSURANCE REQUIREMENTS

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain or to cause its personnel services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, 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	\$1,000,000
Each Occurrence	\$ 500,000

Note: Limits shown above shall apply to Abuse and Molestation claims without sub-limits or exclusions.

2- Professional Liability

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

3 - Business Automobile if transporting our consumers

Combined Single Limit	
Bodily Injury & Property Damage	\$500,000

4 - 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

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'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 firm 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. Firm shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

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.

After following will be significant factors evaluating, but the evaluation will not be limited to these items when making a final recommendation.

A.	Overall Program Concept 40%	Indication that the contractor has an understanding of the project and can present a work plan, including actual interactive demonstrations, and a sense of the schedule for the sequencing of the work. Final project must be completely compatible with current personnel software System Software to ensure seamless automatic uploads.
B.	Experience and Capacity 25%	Evidence that the contractors has successfully completed work of comparable magnitude, complexity, scope, and have personnel who have demonstrated experience in completing a project of this magnitude.
C.	Financial Condition 5%	Verifiable proof of company financial viability and solvency.
D.	Price and Quantities 5%	Provide adequate information to guarantee that the MHMRA project team scope of work presented has been adequately understood and identified and that the various components have been priced knowledgeably and competitively.
E.	Information Technology Suggestions/Creative Teamwork 15%	The approach, software, teamwork, team composition, experience, schedule 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 and live interactive demonstrations of the solution to view system capabilities will be required from contractor (s) selected by the MHMRA Project Team for further consideration once other criteria have been evaluated.
F.	Cost Savings and Value 10%	MHMRA anticipates that the software and labor costs for this project are within the scope of MHMRA's funding capabilities and adhere to all Agency purchasing requirements. Pricing can not be revised after submitted; therefore the vendor is requested to provide their most competitive pricing schedule.

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 – SCOPE OF SERVICES AND EVALUATION QUESTIONS

SCOPE OF SERVICES

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is requesting Proposals from all interested contractors to provide a SCORM compliant Learning Management System to deliver high-quality training courses for employees.

The learning management system would be a mechanism to develop, deliver, and track training compliance for required and elective modules. MHMRA has multiple clinic locations throughout Harris County and would benefit from a web based training system that is SCORM 2004 (4th Edition preferred) compliant. Additionally, Human Resources would be the primary administrator for the learning management system and would request an online system that can interface with existing personnel software to provide seamless uploads to ensure employee files are accurate in all System Software including the online training software in an effort to minimize data entry and errors.

SCORM Compliance

SCORM incorporated contents can be easily incorporated into multiple applications, allowing for learning contents to be easily modified and used by diverse tools and platforms.

- Reusability: lowers costs because learning contents can be used many times
- Accessibility: increased access to learning information from any physical location and at any time
- Interoperability: System Software work efficiently together
- Durability: learning contents will not easily become obsolete
- Manageability: tracking of system usage and learning experience

Software Integration

The proposed learning system must be an Application Service Provider (ASP) solution. An ASP model would allow the Agency to access application software through a web browser using HTML. The use of the ASP model should minimize software integration issues and improve reliability, scalability, and security of internal System Software. The proposed solution should have the capability to import and export customer customizable files including existing training compliance records. Additionally, alternative system deployment options such as licensing or leasing are subject to additional specifications.

Data Collection and Reporting

The proposed learning management software must have a comprehensive reporting system. The system should allow the end user to retrieve raw data and easily manipulate the data into multiple reporting mechanisms to ensure agency training compliance is monitored effectively. The proposed learning management software must allow the end user to create any file related to data collected.

Security Levels

The solution should provide the system administrator access to all folders (groups) within multiple non-sequential hierarchical structure, and to other users only within their own hierarchy. Furthermore, the solution should provide options to grant multi-level security access to allow identified personnel within divisional structure to assist with on going monitoring and maintenance of applications. The identified personnel may only have access to maintain content within their assigned folder or group.

User Management

- Permits system administrator to add users and activate or de-activate users (automated upload)
- Designated divisional personnel may have the capabilities to activate or de-activate users

Enrollment Management

- Permits system administrator to enroll and remove users in courses and events, and mark users as complete
- Designated divisional personnel may have the capabilities to enroll users and events but may not mark as complete unless identified as an instructor

Report Management

- Permits system administrator to run reports on user status and training activity
- Designated divisional personnel may have the capabilities to run reports on user status and training activity specific to persons within their group

Curricula and Module Development

The solution should offer opportunities for administrative end users to create and assign curricula based on various parameters such as position title, organizational affiliate, or job family.

- Ability to provide customization to meet the Agency training requirements
- Development of multiple level SCORM compliant interactive online courses with no more than 25 course screens per course hour
- Assessment questions for each training module based on Agency requirements
- Video and Microsoft Word/Power point based courses to be converted to online training
- Option for click and advanced practice/feedback interactions and flash animation
- Option for high level graphics and use of rich media from Agency content
- Customizable courses and curricula based on departmental needs
- Community Access

System Management

The proposed system should offer a built in authoring tool which would allow designated administrators the ability to create interactive e-learning content to comply with industry standards. Furthermore, the training modules provided should be competency based and have blended learning capabilities.

- 1880 software licenses with option for additional licenses as user count may increase
- Annual review of active users as one of the mechanisms for renewal pricing
- 100% browser based for the learner and the administrator
- Publish SCORM compliant courses
- Online reports and customized reporting
- Ability to keep track of bookmarks, scores, and results of individual questions
- Access to extensive multi-level course library containing elective course ideal for the Agency
- Option for access to a continuing education and comprehensive mental health care library
- Ability to place learners in groups in a hierarchical structure
- Assign courses to all learners, specific learners, and/or newly registered learners
- Launch and track courses
- Auto course assignment and self registration
- Non-employee access to selected training modules

Professional Services

- Project management and consulting services to install the implementation within 3 months prior to the implementation date
- Project management, consulting services, and technical assistance within 6 months of implementation
- On going technical support and consultation

EVALUATION QUESTIONS

Your Proposal shall include responses to the following questions and or statements:

A. Overall Program Concept

- What type Learning Management System Software are you currently providing?
- How long have you been providing these services?
- What are your hours of availability?
- Do you comply with all applicable codes, standards and government regulations? Explain.
- What type of reports do you provide?

B. Experience and Capacity

- How many Learning Management System Software has you company successfully completed?
- How many clients are now being serviced by your company? Explain.
- Explain your process and or requirements for employee education and training.

C. Financial Viability

- Have you provided proof of your financial condition?
- Have you provided your last audited financial statement?

D. Price and Quantities

- Contractors must provide adequate information to guarantee understanding of scope of work.
- Contractors must provide adequate information to guarantee knowledge of various components for competitive pricing.

E. Information Technology Suggestions/Creative Teamwork

- Contractors must have a good approach, software, teamwork, team composition, experience, schedule and the ability to have a good working relationship with MHMRA Project Team.
- Contractors must be prepared to give oral presentations and live interactive demonstrations of the solution to view system capabilities.

F. Cost Savings and Value

- Have you provided your most aggressive pricing?

SECTION VIII - 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).
- Identification of all services available.

Proposal:

- Contractor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
- Vendor must supply a price schedule by services.
- 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 in evaluation process.
- All Proposals must be submitted with one original and four (4) additional photocopies and an electronic copy (CD-ROM or Floppy), 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 or a letter from company's CPA (See Page 1 of 4)
- Provide a copy of license (s)
- Client reference list must be comprehensive – reference list must be inclusive of contact name, telephone number, fax number and email address (local and non-local)
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- 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)
- Policy and Procedure for criminal background checks of personnel or subcontractor that would gain entrance to MHMRA properties.
- Completed Form W-9
- If your pricing is government pricing please provide a copy of your agreement with specific state, federal or local organizations (Ex: GSC, DIR, TBPC)
- Signature Page

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

SECTION IX - PROPOSAL REPLY PAGE

MHMRA OF HARRIS COUNTY
Learning Management System Software for MHMRA

Proposal Opening: 10:15 a.m., Tuesday, April 13, 2010

Submitted by: _____

Scope of Services:

The contract will begin with an initial period with four (4) one –year renewal options at the sole discretion of MHMRA based upon satisfactory performance and service, which will be reviewed, on an annual basis.

Additional Cost:

Please provide any additional fees for service your firm provides not captured on this page.

Pricing Matrix
RFP for Learning Management System Software

Initial Period thru 8/31/2011

Service Type

Basic Service and Maintenance Fee at Execution of Agreement \$ _____

Annual Licensing Fee \$ _____

Implementation Fee \$ _____

Implementation includes user import fee, site preparation and training import and development

Additional Active User Fee \$ _____

Professional Service Fee (Including Training & Technical Support) \$ _____

Option Year #1 09/01/11-08/31/12

Service Type

Basic Service and Maintenance Fee at Execution of Agreement \$ _____

Annual Licensing Fee \$ _____

Additional Active User Fee \$ _____

Professional Service Fee (Including Training & Technical Support) \$ _____

Option Year #2 09/01/12-08//31/13

Service Type

Basic Service and Maintenance Fee at Execution of Agreement	\$ _____
Annual Licensing Fee	\$ _____
Additional Active User Fee	\$ _____
Professional Service Fee (Including Training & Technical Support)	\$ _____

Option Year #3 09/01/13-08/31/14

Service Type

Basic Service and Maintenance Fee at Execution of Agreement	\$ _____
Annual Licensing Fee	\$ _____
Additional Active User Fee	\$ _____
Professional Service Fee (Including Training & Technical Support)	\$ _____

Option Year #4 09/01/14-08/31/15

Service Type

Basic Service and Maintenance Fee at Execution of Agreement	\$ _____
Annual Licensing Fee	\$ _____
Additional Active User Fee	\$ _____
Professional Service Fee (Including Training & Technical Support)	\$ _____

SECTION X - SIGNATURE PAGE

LEARNING MANAGEMENT SYSTEM SOFTWARE

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 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 (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

A sample contract is included for your review. (*See Attachment A*). Any exceptions to terms and/or conditions must be identified in the Deviation Form (*See Attachment C*).

B - HUB SUBCONTRACTING PLAN (Historically Underutilized Business)

C - DEVIATION FORM

D - NOTICE TO “NOT TO PARTICIPATE” FORM

E - W – 9

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

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this _____, 2010 by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, a community center and an agency of the State of Texas, with offices at 7011 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and ("Contractor"), with offices at _____, 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 _____ services;

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 delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.

PERSONNEL

The Agency staff member authorized to approve billing is. The Agency staff member responsible for overseeing this Agreement is _____.

II.

INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor. The relationship between the Agency and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency.

Contractor understands and agrees that Agency:

a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;

b) Will not give to Contractor any of the benefits given to employees of Agency.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

III.

OBLIGATIONS OF CONTRACTOR

1. **Services.** The _____ services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in Exhibit A.
2. **Qualifications.** Contractor will comply with relevant Texas Health and Human Services Commission (HHSC) rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications.
3. **Agency Approval of Contractor Personnel.** Contractor agrees not to contract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.
4. **Representations.**
 - (a) Contractor represents and warrants that it is not currently an employee of the Agency.
 - (b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.
5. **Receipts and Records.** Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Agency, for a period of six (6) years.
6. **Disclosure.** Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services 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; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.
7. **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.
8. **Required Reporting Regarding Licensure.** Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.
9. **Contractor's Governing Body.** Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.
10. **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 unrestricted 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 Exhibit A.

(b) The payment amount will be based on a monthly invoice, which shall reflect the services provided by the 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 10 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 10 days after the end of the month in which the services were rendered will not be paid.**

Invoices shall be submitted in duplicate as follows:

- (i) **Weekly 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**

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

3. Franchise Tax. If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

V. INSURANCE

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, 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	\$1,000,000
Each Occurrence	\$500,000

2 - Professional Liability

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

3 - Business Automobile if transporting our consumers if applicable

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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4 - 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

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 laws of the State of Texas, Contractor hereby agrees to 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 negligent acts 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 from _____, 2010 to _____, 2010.
2. **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 Texas license or certification suspended or revoked;
 - (e) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
 - (f) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
3. **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.
4. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the

benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 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. 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.

5. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

6. 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.

7. 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.

8. Notices. Any required notice 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:

9. 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 acquiescence therein. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

10. 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.

11. 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).

12. 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
Printed/Typed Name: _____
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

UNIT(S) TO BE CHARGED:

EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD:

SERVICE:

SERVICE DESCRIPTION:

**RATE AND
RATE DESCRIPTION:**

NOT TO EXCEED:

UNITS INVOLVED:

PAYMENT DOCUMENTATION: Contractor will be paid through submission of a weekly invoice.

ATTACHMENT B

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

**(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY SUB-CONTRACTORS
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 Solicitations must be noted on this sheet. In the absence of any entry on this Deviation Form, The Proposal assures the Buyer of their full compliance with the Specifications and Conditions.

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

SPEC # Section # Or Page #	DEVIATION

Company Name

Authorized Signature

Date

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
< “Learning Management System Software” >
 7011 Southwest Freeway
 Houston, Texas 77074

Authorized Signature: _____

Title: _____ Date: _____

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

**W – 9
Request for Taxpayer
Identification Number and Certification**

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