

# **Request for Proposal**

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## **Laptop Encryption Software August 2011 Project# 12/0003**

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

## **INVITATION**

Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from vendors Registered, State Certified, and capable of providing a ***Laptop Encryption 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 shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly.

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

At the time and place established for receipt of the Proposal, MHMRA of Harris County will only release the names of the Independent Provider(s) and/or Provider Firm(s). 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 Count

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## **SECTION I – OVERVIEW**

### **BACKGROUND AND OBJECTIVES**

Mental Health and Mental Retardation Association of Harris County (MHMRA) is one of the largest mental health centers in the United States, serving more than 30,000 persons in the Houston metropolitan area who suffer from mental illness and/or mental retardation. We serve the "priority population" – adults who are diagnosed with severe and persistent mental illness, children with serious emotional disturbances, and people diagnosed with moderate to severe mental retardation. The major divisions of the agency are: Adult Mental Health, Mental Retardation, Child & Adolescent Services, and Comprehensive Psychiatric Emergency Program (CPEP). CPEP includes a Psychiatric Emergency Service, 23 hour Observation, Crisis Stabilization Unit, Crisis Residential Unit, Mobile Crisis Outreach Team, and 24 hour Hotline

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as "Provider" or "Vendor" to submit Proposals for a **Laptop Encryption Software** in response to this solicitation. 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 - PROPOSAL (RFP) TIME LINE OF EVENTS**

Solicitation Packet issue date:	Monday, August 22, 2011
Receive Questions from Prospective Proposer:	Monday, August, 29, 2011 by 4:30 p.m.
Deadline to response to questions:	Wednesday, August 31, 2011 by 4:30 p.m.
<b>Deadline for submission of RFP:</b>	<b>Wednesday, September 07, 2011 at 10:00 a.m.</b>
Proposal Opening: (ONLY Vendor Names Proposal on the Proposal Reply forms will be disclosed)	Wednesday, September 07, 2011. A public opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074
Anticipated Award Date:	Contingent upon Board Approval

**NOTE: Addendum #1 dated August 26, 2011**

## **SECTION III - GENERAL INSTRUCTIONS**

### **A. Questions**

***Deadline for questions from Providers: Monday, August 29, 2011 by 4:30 p.m.***

***Deadline for Response to Questions: Wednesday, August 31, 2011 by 4:30 p.m.***

All questions concerning the PROPOSAL specifications must be submitted in writing and emailed to the below listed team members. To ensure receipt of all questions in a timely manner, the preferred method is via email.

**Joycie Sheba, Buyer II**

Email: joycie.sheba@mhmraharris.org

**CC:**

**Sharon Brauner, Buyer III**

Email: 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 be deemed non-responsive and therefore; will not be accepted.***

Deadline to submit "***Final Proposal***" is **Wednesday, September 07, 2011, by 10:00 a.m.** The original Proposal, signed in ink, five (5) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA of Harris County  
Purchasing Department  
Attn: Joycie Sheba, Buyer II  
7011 Southwest Freeway,  
Houston, Texas 77074

### **Laptop Encryption Software**

**"DO NOT OPEN UNTIL WEDNESDAY, SEPTEMBER 07, 2011 AT 10:00 AM."**

No Proposal 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 the Request for Proposal.

### **C. Proposal Opening**

A **Public Proposal Opening** will be held at 10:15 A.M., immediately following receipt of Proposals on **Wednesday, September 07, 2011** at 7011 Southwest Freeway, Houston, Texas 77074.

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

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

## **E. Immigration Reform and Control Act Of 1986**

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## **F. References and Experience**

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

Vendor/Provider 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 and ninety (120) days after the Proposal due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

## **H. Permits**

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/Vendor/Provider.

## **I. Financial Information**

Vendor/Provider 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**

Vendor/Provider 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, discount terms and include Vendor/Provider's name and return remittance address.

## **K. Price Adjustments**

Vendor/Provider will be required to honor their proposed 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 construction, 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 construction, 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 Vendor/Provider will not be permitted to directly or indirectly assign rights and duties under the contract without express approval by MHMRA.

## **O. Form W-9**

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

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

### **C. Late Proposals**

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 Vendor/Provider's response to this Proposal. MHMRA shall not be held responsible for errors, omissions or oversights in any Vendor/Provider's response to this Proposal. MHMRA may waive technical irregularities, which do not alter the price or quality of the services.

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

The inability of a Vendor/Provider 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 interest of MHMRA.

### **E. Oral Presentations**

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

### **F. Amendments to the Proposal**

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

### **G. Availability of the Proposal**

After opening, each Proposal, except those portions for which a Vendor/Provider 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**

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 – Notice “Not to Participate” Form*)

#### **J. Incurred Expenses**

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

#### **K. Deviation Form**

**All deviations to this Solicitation (proposal) must be noted on the Deviation Form (Attachment C).** In the absence of any entry on this Deviation Form, the prospective contractor assures MHMRA of their full agreement and compliance with the Specifications, Terms and Conditions.

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

#### **L. Subcontractors**

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

#### **M. Term of Contract**

The intent of the RFP is to award this contract to the qualified vendor 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.

#### **N. Licensure**

The vendor 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.

#### **O. Pricing**

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

#### **P. Conflict of Interest Provision**

The Health and Human Services Commission organizational conflict of interest provision is applicable, in that vendors who develop or 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, Coverages, and Endorsements.

Vendor 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 Vendor against any claim for damages arising in connection with Vendor’s responsibilities or the responsibilities of Vendor'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	\$1,000,000
Each Occurrence	\$500,000

3 - Business Automobile if transporting our consumers

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

**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, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and

maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Vendor 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. Vendor 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 PROCESS**

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

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

A.	Overall Program Concept	25%	Indication that the vendor has a well-defined concept and program structure for all components of service desired by MHMRA... (Including equipment, availability and start-up time)
B.	Understanding	20%	Indication that the vendor understands the nature of MHMRA services and constraints in providing those services and that the vendor has thoroughly analyzed MHMRA's needs and requirements.
C.	Financial Condition	15%	Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each vendor, indication that the vendor, or vendors, is financially stable and able to provide related services in its entirety.
D.	History and Description of Firm	10%	Provide a brief history and description of your firm. The description should include the size (number of employees) and areas of specialization.
E.	Credentials of Staff	10%	Describe any special expertise your firm has in providing Laptop Encryption Software to not-for-profit or other MHMRA'S related organizations.
F.	References	10%	Provide the names, telephone numbers, emails and addresses of at least three business references; preferably, from similar not-for-profit entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area and other MHMRA Centers of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.
G.	Cost	10%	Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.

**SECTION VII – SPECIALIZED SERVICES TO BE PERFORMED**

**Scope of Services:**

MHMRA of Harris County is seeking proposals for a solution to encrypt laptop hard drives. This solution should allow MHMRA to protect its data in the event of a theft. The desired software is Checkpoint Full Disk Encryption.

**SECTION VIII - PROPOSAL REPLY PAGE**

If your pricing is government pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR etc.) **Vendor must include all listed hardware, installation costs, and warranty, maintenance/support agreement.**

**Unit Price Schedule by Commodity and/or Service. Vendor must provide itemized pricing.**

(Quote as Each at \$XXX Unit Price = \$ Extension)

<u>Line Item #</u>	<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Price per Unit</u>	<u>Extended total Cost</u>
1	CPEP-C1-101 TO 1000	Check Point Endpoint container for 101 to 1000 endpoints	700		
2	CPSB-EP-FW	Check Point Endpoint Firewall blade for 1year	700		
3	CPSB-EP-FDE-P	Check Point Endpoint Full Disk Encryption blad	700		
4	CPES-SS-STANDARD	Customer Base Support-Enterprise Software Subscription & Standard Supporg	1		
	<b>Total</b>				

MHMRA requires a per unit price for each item and an extended total cost for the proposal. Any other costs associated with delivery of the Software must be included. Additional Services to assist with the deployment should be quoted in addition to the pieces above.

## **SECTION IX - PROPOSAL CONTENTS**

### **Title Page:**

Name of Vendor/Provider, name of product, mailing 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.
- List of at least three (3) references, including contact person, telephone number, fax number and email address.
- A list of current customers who would be available for questions and/or on-site demonstrations
- Identification of all services provided.

### **Proposal:**

- Must be typed.
- Vendor/Provider must provide a brief history of company and ownership, date started business, current total number of employees, and include any special accommodations/services that could be provided.
- Description of services available under this Proposal.
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their Proposal any additional descriptive information about their services, which they believe, might be helpful.
- All Proposals must be submitted with one original and five (5) copies 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:**

- Vendor must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list must be comprehensive – Reference List must be inclusive of contact name, telephone number, fax number and e-mail address. (Local and or 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 & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to or provide service to MHMRA properties.
- Completed Form W-9

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

**SECTION X -SIGNATURE PAGE**

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

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

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

\_\_\_\_\_  
Vendor/Provider's Name

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

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

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
E-Mail Address

***This Proposal Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative***

**SECTION XI - ATTACHMENTS**

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

**B- DEVIATION FORM**

**C - NOTICE “NOT TO PARTICIPATE” FORM**

**D – FORM W-9, Rev. January 2011, REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION**

**ATTACHMENT A**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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

Vendor \_\_\_\_\_ Vendor/Provider Identification Number: \_\_\_\_\_

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

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

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

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

Name of Subcontractor/Vendor: \_\_\_\_\_

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

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

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

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

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

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

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

**ATTACHMENT B**

**DEVIATION FORM**

*All deviations to this Solicitation (Proposal) must be noted on this sheet.* In the absence of any entry on this Deviation Form, the prospective contractor assures MHMRA of their full agreement and compliance with the Specifications, Terms and Conditions.

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

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

<b>SPEC # Section # Or Page #</b>	<b>DEVIATION(S)</b>

\_\_\_\_\_  
**Independent Contractor and / or Firm**

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

\_\_\_\_\_  
**Date**

**ATTACHMENT C**

**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:

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

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

- I/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** my/our name from all MHMRA Harris County lists until further notice.

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

\_\_\_\_\_

Independent Provider and/or Provider Firm Name: \_\_\_\_\_

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

Please Print

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

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

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
*Notice “Not to Participate” – Laptop Encryption Software*  
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 D – FORM W-9, Rev. January 2011, REQUEST FOR  
TAXPAYER IDENTIFICATION NUMBER AND  
CERTIFICATION**

**Form W-9, Pages 1 – 4  
Attached**

**Vendor/Providers are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Proposal/Bid was emailed.**

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