

## **INVITATION**

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting Proposals from contractors experienced in providing **Office Moving and Relocation Services** for our offices 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 Proposal or Bid, (RFP or RFP as specified in the attached documents), MHMRA of Harris County will only release the names of the Contractors that have responded to this Proposal . 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**

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## **Agency Moving and Relocation Services**

**Job # 11/0010**

**May 2011**

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

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## **SECTION I – OVERVIEW**

### **BACKGROUND AND OBJECTIVES**

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (25) twenty-five to (30) thousand Harris County residents each year.

MHMRA invites qualified companies herein after referred to as a “contractor or vendor” to submit proposals for **Agency Moving and Relocation Services** for our locations throughout Harris County in response to this solicitation. The moving and relocation services may include but are not limited to interdepartmental moves from floor to floor within the same building, from one physical address to a different physical address and/or complete or partial agency relocation as deemed necessary by MHMRA.

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 contract. Our goal is to employ best practices and cost effectiveness.

MHMRA Executive staff review on an on-going basis the entire Agency’s program locations, personnel, etc. in order to meet the ever changing needs of the community. Based on these reviews, Executive staff may make requests for moves and/or relocations that are best suited to the overall effectiveness of the services provided by MHMRA to the community.

The contract period is anticipated to begin on September 1, 2011 for a one (1) year base period with four (4) one-year renewal options at the discretion of MHMRA, provided the contractor has satisfactory performance and service.

## **SECTION II – PROPOSAL (RFP) TIME LINE OF EVENTS**

<b>Release RFP to Prospective Contractors:</b>	Tuesday May 17, 2011 @ 1:00 p.m.
<b>Mandatory Pre-Proposal Conference</b>	Thursday, May 19, 2011 @ 11:00 a.m.
<b>Deadline for Questions:</b>	Tuesday, May 24, 2011 by COB
<b>Deadline for Response to Questions:</b>	Thursday, May 26, 2011 by 5:00 p.m.
<b>Proposal Due:</b>	Tuesday, June 7, 2011 by 11:00 a.m.
<b>Proposal Opening: (Vendor Names on the Proposal Reply forms will be disclosed)</b>	Tuesday, June 7, 2011. A public Proposal Opening will be held at 11:15 a.m., 7011 Southwest Freeway, Houston, Tx 77074
<b>Anticipated Contract Effective Date</b>	September 1, 2011

## **SECTION III - GENERAL INSTRUCTIONS**

### **A. Questions**

*Deadline for questions from Vendors: Tuesday, May 24, 2011 by 5:00 p.m.*

*Deadline for Response to Questions: Thursday, May 26, 2011 by 5:00 p.m.*

All questions concerning the PROPOSAL Specifications must be submitted in writing and faxed to the following team members or emailed to Marguarette C. Washington, Buyer II.

**Marguarette C. Washington, Senior Buyer II**

**Ofc: 713-970-7279**

**Fax: 713-970-7682**

**Email: [marguarette.washington@mhmrharris.org](mailto:marguarette.washington@mhmrharris.org)**

**cc**

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

**Ofc: 713-970-7279**

**Fax: 713-970-7682**

**Email: [Sharon.brauner@mhmrharris.org](mailto:Sharon.brauner@mhmrharris.org)**

### **B. Mandatory Pre-Proposal Conference**

Mandatory Pre-Proposal Conference will be held on Thursday, May 19, 2011 at 11:00 a.m., 7011 Southwest Freeway.

### **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 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, June 7, 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 of Harris County**

**Purchasing Department**

**Attn: Marguarette C. Washington, Senior Buyer II**

**7011 Southwest Freeway, Houston, Texas 77074**

**Ofc: (713) 970-7304**

**Fax: (713) 970-7682**

**"AGENCY MOVING AND RELOCATION SERVICES"**  
**DO NOT OPEN UNTIL TUESDAY, JUNE 7, 2011 @ 11:00 A.M.**

No Proposal will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposals to the Purchasing Department 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.

#### **D. Proposal Opening**

A **Public Proposal Opening** will be held immediately following receipt of Proposals on **Tuesday, June 7, 2011, at 11:15 a.m. at 7011 Southwest 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, 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. Immigration Reform and Control Act**

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

#### **G. References and Experience**

All interested parties will be required to **submit with their Proposal** a minimum of five (5) local references where contractors have provided service (within the last year ) that pertain to this type of project/service. References shall include **company name, address, telephone number, fax number, contact person, email address** and **website** 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.

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.

## **H. Proposal Guarantee/Award Procedure**

It is anticipated that a recommendation for award for this RFP will be made no more than thirty (30) days after the RFP DUE DATE. All interested parties are required to guarantee their fees/pricing as an **irrevocable offer valid for one hundred twenty (120) days after the RFP due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to make an for any or all items/services listed in each RFP, shall have the right to reject any and all RFP documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposed/fee and shall be allowed to accept the total proposed price/fee of any one contractor.

## **I. Permits**

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

## **J. Financial Information**

Contractor must submit a copy of their last AUDITED financial statement. A letter from A CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to me expenditures for at least one (1) year.

## **K. Payments**

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

## **L. Price Adjustments**

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

## **M. 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.

**N. 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.

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. Direct or Indirect Assignment**

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

**P. Form W-9**

Offerors are to complete Form W-9 and submit with their Proposal documents (**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 Twenty (120) days after the Proposal Opening.

### **C. Late Proposals**

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

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

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

### **E. Oral Presentations**

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

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

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

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

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

## **H. Retention of Proposals**

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

## **I. Notice to “Not to Participate” Form**

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

## **J. Incurred Expenses**

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

## **K. Local Office**

The successful contractor will be required to have a local Houston area office. Preference will be given to vendors with offices, which have been established and operational, a minimum of one (1) year before this Request for Proposal.

## **L. Locations**

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

## **M. Deviation Form**

Each Proposal shall contain a Deviation Form, which states the perspective contractor's commitment to the provision of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation Form. Any exception taken to the terms and conditions identified in this Proposal Package including the sample contract must be expressly stated in the Deviation Form.

## **N. Subcontractors**

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

## **O. Term of Contract**

The intent of the RFP is to award a one (1) year initial period of performance with four (4) 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 commence with a tentative commencement date of September 1, 2011, 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 and delivery of service.

## **Q. 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.

## **R. Safety**

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

If information, such as manuals is (are) 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 certification and other related information.

If applicable, identify the number and type of any reportable incidents required by the Occupational Safety and Health Act (OSHA) of 1970 for the most current two fiscal years.

Any subcontractor firms must also submit the above information.

**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

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

3 – Automobile Liability

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
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**A CURRENT "CERTIFICATE OF INSURANCE"**  
**MUST ACCOMPANY ALL BIDS**

**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, 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.

**G. Bonding**

Contractor must submit with their Proposal, evidence of Surety Bond as required by State of Texas.

## **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.

<b>A.</b>	Overall Program Concept <b>30 %</b>	Indication that the contractor has a well-defined concept and program structure for all components of service desired by MHMRA.
<b>B.</b>	Understanding <b>25%</b>	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.
<b>C.</b>	Financial Condition <b>10%</b>	As evidenced by the financial information requested of each contractor, indication that the contractor, is financially stable and able to provide related services in its entirety.
<b>D.</b>	References <b>15%</b>	The quality of the response from references particularly those in the Houston area. Areas of performance that will be addressed include contract performance, quality of the service, personnel responsiveness, reliability, professionalism, work ethics and response to complaints.
<b>E.</b>	Past Performance <b>10%</b>	Documentation of past performance in projects of this magnitude and resulting customer satisfaction.
<b>F.</b>	Cost <b>10%</b>	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- 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.
- List of at least five (5) references, including contact person, telephone number, fax number and email address.
- Identification of all services provided.
- Proposed pricing for one (1) base year plus four (4) one year terms.

#### **Proposal:**

- Contractor must provide a brief history of company and ownership, date started business, current total number of employees, employee turnover rate and include any special accommodations/services that could be provided.
- Description of services available under this Proposal including delivery, supplies, services, etc.
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their 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) mailed or delivered in a sealed envelope to MHMRA of Harris County.

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

- **Contractor must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public Companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one (1) year.**
- **Reference list with five (5) references.**
- 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 company is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified company and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice “Not to Participate” RFP Form (Attachment D)
- Policy & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to MHMRA properties.
- If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, TXMAS, Harris County).
- Completed Form W-9

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

## **SECTION VIII- SPECIALIZED SERVICES TO BE PROVIDED FOR AGENCY MOVING AND RELOCATION SERVICES**

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 AGENCY MOVING AND RELOCATION SERVICES. Contractor shall provide AGENCY MOVING AND RELOCATION SERVICES on an as-needed basis.

### **A. Scope of Service**

Contractor shall provide fixed pricing to MHMRA of Harris County for office Moving and Relocation Services to all MHMRA facilities located throughout Harris County on an as-needed basis. Moving and relocation services may include but are not limited to relocation from one floor to another floor within the same building, relocation from one MHMRA facility to another MHMRA facility located at a different address and/or complete or partial multi-departmental relocations as deemed necessary by MHMRA.

Contractor shall provide movers, vehicles, storage/warehousing, moving supplies, etc. as requested by MHMRA Project Manager for any ordered move or relocation.

### **B. Performance Targets**

Perform duties in a timely, accurate, courteous and informative manner.

1. Response Time – Contractor shall be responsive to meet MHMRA scheduled Move/Relocation requests with three (3) day prior notice from MHMRA Project Manager.
2. Emergency Move Requests – Contractor to be responsive to meet MHMRA Emergency Move/Relocation requests with twenty-four (24) hour prior notice from MHMRA Project Manager on as-needed basis if Emergency Move/Relocation service should be required.
3. Safety and Security – Contractor shall be responsible for successfully dismantling, boxing, moving and reconstructing the office furniture without damage to the furniture, building and staff.
4. Timeliness – Contractor shall achieve the time frames established for successfully providing relocation services. MHMRA must coordinate moves with other internal departments, such as IT, Facilities Maintenance, etc. and it is imperative that contractor maintain all scheduled dates and times.
5. Communication – Contractor shall designate a representative to coordinate all move/relocation requests. Contractor’s representative shall be in constant communication with MHMRA Project Manager at all times throughout each move/relocation request. All schedules, issues, etc. are to be communicated to MHMRA Project Manager immediately upon notice.
6. Experience and Professionalism – Contractor shall provide professional Office Moving and Relocation services to MHMRA which include but are not limited to trained and fully trained and qualified moving staff, vehicles available to meet all moving needs, available inventory of moving supplies, warehousing and storage options. All vehicles shall include as standard equipment the following: dollies, pallet jack, panel cart, cloth pads, straps and basic hand tools (screwdrivers, electric drill and hammer).
7. Support and Follow-Up Plans – Contractor shall produce a support plan including a commitment to provide follow-up services for all moves.
8.  invoicing – Contractor will invoice for moves and relocations at the contracted price per completed move/relocation ordered. Warehousing and Storage charges are to be invoiced on a monthly basis.

## C. Specifications

### 1.1 Contractor Responsibilities

Description of Contractor Responsibilities and Services to be provided in the response to this Request for Proposal. **The following is a description of the responsibilities and services requested to facilitate MHMRA move/relocation requests. The contractor will be expected to demonstrate successful experience in addressing and provide a plan for the following:**

- A. Design of a complete plan for the move and identify activities to facilitate the move; critical issues impacting the move; recommendations for resolution of the critical issues; time frame for moving office furniture, building accessories, staff and assigned responsibilities for the activities.

The following supplements provide a general description of what is to be moved and specific services required by vendor.

Supplement 1: Office Furniture, General Type

Supplement 2: Miscellaneous Office Furnishings

Supplement 3: Office Records

Supplement 4: Medical Records (Consumer Records)

- B. Designate contractor representative to plan, coordinate and manage the entire move in association with the MHMRA Project Manager.
- C. Provide recommendations regarding site preparation: Environmental controls and space requirements.
- D. Coordinate with appropriate MHMRA Project Manager/staff (Maintenance Contractor, Information Technology and Facilities) to schedule and conduct the move and necessary follow up activities.
- E. Assess need and coordinate if necessary additional subcontractors to conduct the move and necessary follow up activities (cost to be included in the RFP.)
- F. Coordinate all inventory, dismantling, moving, reinstallation of all listed equipment and office furnishings.
- G. Must be able to comply with MHMRA's timelines for moving staff as designated.
- H. Must be able to provide follow-up and support services following the move; the contractor representative will manage and coordinate necessary services resulting from the move with equipment and office furnishings.

### 1.2 MHMRA Responsibilities

- A. MHMRA Project Manager/staff members will be assigned responsibility to advise and confer with the contractor representative for their areas. These point person(s) will be available to the successful contractor representative during the move as well as during the coordination period following the move.

**B. New Site Preparations:**

1. Power
2. Access to building
3. Security
4. Schedule for Move
5. Notify Employees of move and impact of move

C. Floor Plan for Furniture Placement.

D. Floor Diagrams

E. MHMRA will be responsible for moving the following items:

- ◆ Copiers
- ◆ Telephone Equipment

F. MHMRA will be responsible for disconnection of the following items prior to contractor moving:

- ◆ Computers
- ◆ Printers
- ◆ Fax Machines

**1.3 Schedule for Move**

MHMRA Project Manager will provide contractor with a move/relocation schedule prior to requested move date.

**Supplement 1: Office Furniture, General Types**

- Desk – various sizes, with and without returns
- Bookcases
- File cabinets – various sizes
- Fire proof file cabinets – various sizes
- Credenzas
- Tables
- Work stations/Hutch
- Chairs (rolling and stationary)
- Floor mats
- Printer and Computer stands
- Storage cabinets
- Storage shelving
- Accounts Payable Shelving
- Central Stores Shelving
- Lobby Furniture

**Contractor Responsibilities**

Contractor will be responsible for inventorying, dismantling, moving, reinstalling all listed equipment and office furnishings. Work areas are to be made functional for MHMRA staff to resume work as scheduled.

## **Supplement 2: Miscellaneous Office Equipment**

- Computers, (MHMRA will be responsible for disconnection prior to move.)
- Printers, (MHMRA will be responsible for disconnection prior to move.)
- Fax Machines, (MHMRA will be responsible for disconnection prior to move.)
- Paper shredders
- Folding machines
- Bindery machines
- Refrigerators
- Microwaves

### **Contractors Responsibilities:**

Vendor will **not** be expected to move the following:

- Telephone equipment

## **Supplement 3: Office Records**

- Human Resources (employee records)
- Accounting (accounting records)
- Contracts (Contract records)
- Purchasing (Purchase order records and Bid and Proposal Files)

### **Contractor Responsibilities:**

Contractor will be expected to pack, move and unpack the above records. Individual staff will be required to pack and unpack personal items.

**Supplement 4: Medical Records/Consumer Records**

Note: Quantities provided are current estimates. Actual quantity is subject to change with Agency growth and needs. Actual quantities would be provided to contractor if move/relocation order was placed for these records.

<b>Shelving – Linear Feet/Length</b>	<b>Quantity</b>	<b>Linear Inches</b>	<b>Linear Filing Inches</b>
30” x 24” (Doubles) (7 Levels)	2	60	840
42” x 24” (Doubles) (7 Levels)	10	420	5880
46” x 24” (Doubles) (7 Levels)	16	736	10,304
40” x 24” (Doubles) (7 Levels)	1	40	560
34” x 24” (Doubles) (7 Levels)	16	544	7,616
42” x 12” (Single) (6 Levels)	4	168	1,008
48” x 12” (Single) (6 Levels)	1	48	288
34” x 12” (Single) (7 Levels)	12	408	2,856
34” x 12” (Single) (6 Levels)	3	102	612
46” x 12” (Single) (6 Levels)	8	368	2,208
46” x 12” (Single) (7 Levels)	3	138	966
40” x 12” (Single) (6 Levels)	8	320	1,920
40” x 12” (Single) (7 Levels)	1	40	280
<b>Total:</b>	<b>85</b>	<b>3392</b>	<b>35,338</b>

**Contractor Responsibilities**

- Successful Contracted Candidate will be expected to pack, move and unpack the above records.
- Contracted Candidate will be required to label and categorize consumer records to ensure proper identification of those records.
- Contracted Candidate will be capable of retrieving any record(s) within 24 – 48 hours from request.
- Contracted Candidate must be capable of performing emergency request for records retrieving within 2 hours from request.

**SECTION IX –PROPOSAL REPLY PAGE**

**AGENCY MOVING AND RELOCATION SERVICES**

**\*\*\*\*\***

**RFP Closing: 11:00 a.m., Tuesday, June 7, 2011**

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

**The contract period is anticipated to begin on September 1, 2011 for a one (1) year initial period of performance 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.**

**Initial Contract Period of Performance**

**September 01, 2011 through August 31, 2012**

**First One-Year Renewal Option**

**September 01, 2012 through August 31, 2013**

**Second One-Year Renewal Option**

**September 01, 2013 through August 31, 2014**

**Third One Year Renewal Option**

**September 01, 2014 through August 31, 2015**

**Four One-Year Renewal Option**

**September 01, 2015 through August 31, 2016**

**SECTION IX –PROPOSAL REPLY PAGE. Cont’d**

**PRICING MATRIX – Provide your pricing in the following Format.**

**HOURLY SERVICE CHARGES**

Charges for the following services are billable per HOUR. MHMRA Project Manager will stipulate all services required for each move based on the agency needs for that specific move. All hourly rates are billed on actual time. For example: 4 hours, 30 minutes will be billed at 4.5 Hours.

The quoted Unit Price applies to straight time, overtime, nights and weekends. Moves/relocations will be scheduled at the sole discretion of MHMRA. No additional charges will be accepted.

All vehicles shall include, as standard equipment, the following: dollies, pallet jack, panel cart, cloth pads, straps and basic hand tools (screwdrivers, electric drill and hammer).

Crew pricing is a lump sum hourly charge for the total crew. \*\*All personnel provided shall also be trained in moving techniques and will assist with the total move:

Three (3) Person Crew includes the following moving personnel:

- One (1) Ea. Supervisor/Lead Man
- One (1) Ea. Driver
- One (1) Ea. Mover

Note: Three (3) Person crew is the standard requirement for MHMRA requirements; however, MHMRA is not limited to nor guarantees any specific crew designation.

Four (4) Person Crew includes the following Moving personnel:

- One (1) Ea. Supervisor/Lead Man
- One (1) Ea. Driver
- Two (2) Ea. Movers

**SECTION IX – PROPOSAL REPLY PAGE. Cont’d**

Description of Service(s)	UoM	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
		Initial Contract Period 9-1-11 to 8-31-12	First One-Year Renewal Period 9-1-12 to 8-31-13	Second One-Year Renewal Period 9-1-13 to 8-31-14	Third One-Year Renewal Period 9-1-14 to 8-31-15	Fourth One-Year Renewal Period 9-1-15 to 8-31-16
Supervisor	Per Hour per Person					
Lead Man	Per Hour per Person					
Driver	Per Hour per Person					
Mover(s) – Per Person	Per Hour per Person					
Mover Crew(s) – Three (3) Person Crew	Per Hour per Crew					
Mover Crew(s) – Four (4) Person Crew	Per Hour per Crew					
Packing Service of All Common Areas and Records	Per Hour					
Vehicle(s) – All types included	Per Hour per Vehicle					
<b>If other services, not listed above, are provided by your company, please list here:</b>	<b>UoM STATE UNIT OF MEASURE</b>	<b>Unit Price Initial Contract Period 9-1-11 to 8-31-12</b>	<b>Unit Price First One-Year Renewal Period 9-1-12 to 8-31-13</b>	<b>Unit Price Second One-Year Renewal Period 9-1-13 to 8-31-14</b>	<b>Unit Price Second One-Year Renewal Period 9-1-14 to 8-31-15</b>	<b>Unit Price Second One Year Renewal Period 9-1-15 to 8-31-16</b>

**SECTION IX –PROPOSAL REPLY PAGE. Cont’d**

**MONTHLY WAREHOUSING AND STORAGE CHARGES**

Warehousing and Storage charges are to be invoiced on a monthly basis. Monthly charges are to include unlimited access by MHMRA Project Manager/Staff to view and/or retrieve MHMRA stored materials during normal business hours (7:30 a.m. through 6:00 p.m., Monday through Friday) and also includes the assistance of one (1) vendor warehouse person for the first thirty (30) minutes for which assistance is required, as deemed necessary by MHMRA Project Manager.

All vendor personnel and time required to assist MHMRA Project Manager over and above thirty (30) minutes for one (1) person will be billable by the vendor at the HOURLY RATE/PERSON stated above for the category of Mover(s).

Description of Service(s) <b>WAREHOUSING &amp; STORAGE</b>	UoM <b>MONTHLY BILLING</b>	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
		Initial Contract Period 9-1-11 to 8-31-12	First One-Year Renewal Period 9-1-12 to 8-31-13	Second One-Year Renewal Period 9-1-13 to 8-31-14	Third One-Year Renewal Period 9-1-14 to 8-31-15	Third One-Year Renewal Period 9-1-15 to 8-31-16
Open Floor Gallery Storage – Climate Controlled	Per Square Foot per Month					
Open Floor Gallery Storage – NON-Climate Controlled	Per Square Foot per Month					
Enclosed Storage Vaults (7’x7’x6’) – Stored in Climate Controlled Environment	Per Vault per Month					
Enclosed Storage Vaults (7’x7’x6’) – Stored in NON-Climate Controlled Environment	Per Vault per Month					
Mobile Storage Trailer (48’ long)	Per Trailer per Month					
If other storage options are provided by your company, please list here:	UoM <b>MONTHLY BILLING</b>	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
		Initial Contract Period 9-1-11 to 8-31-12	First One-Year Renewal Period 9-1-12 to 8-31-13	Second One-Year Renewal Period 9-1-13 to 8-31-14	Third One-Year Renewal Period 9-1-14 to 8-31-15	Fourth One-Year Renewal Period 9-1-15 to 8-31-16

**SECTION IX –PROPOSAL REPLY PAGE. Cont’d**

**WAREHOUSE AND STORAGE “AFTER HOURS” ACCESS FEES**

MHMRA defines “After Hours” as follows: before or after normal business hours (before 7:30 a.m. or after 6:00 p.m., Sunday through Saturday).

The After Hours access fee is to include the assistance of one (1) vendor warehouse person for the first thirty (30) minutes for which assistance is required as deemed necessary by MHMRA Project Manager/Staff to view and/or retrieve MHMRA stored materials. All time over and above thirty (30) minutes for one (1) person required to assist MHMRA Project Manager will be billable by the vendor at the HOURLY RATE/PERSON stated above for the category of Mover(s).

Description of Fee(s)	UoM	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
		Initial Contract Period 9-1-11 to 8-31-12	First One-Year Renewal Period 9-1-12 to 8-31-13	First One-Year Renewal Period 9-1-13 to 8-31-14	First One-Year Renewal Period 9-1-14 to 8-31-15	First One-Year Renewal Period 9-1-15 to 8-31-16
Warehouse & Storage “After Hours” Access Fee	Per Each Request for “After Hours” Access					

**SECTION IX –PROPOSAL REPLY PAGE. Cont’d**  
**MOVING SUPPLIES**

All supplies will be ordered by the MHMRA Project Manager based on the needs of the Agency.

Description of Supplies	UoM	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	STATE STANDARD UNIT OF MEASURE (e.g. Per 300’ roll, Per Package of 200, etc.)	Initial Contract Period 9-1-11 to 8-31-12	First One-Year Renewal Period 9-1-12 to 8-31-13	Second One-Year Renewal Period 9-1-13 to 8-31-14	Second One-Year Renewal Period 9-1-14 to 8-31-15	Second One-Year Renewal Period 9-1-15 to 8-31-16
Bins tri-wall all purpose containers						
Book carton						
Medium carton						
Dish pack						
Mirror carton						
Large carton						
Two-way, city wide radios						
Corrugated wall covering						
Foam wrap wall covering						
Blue, (3-M) or comparable mild adhesive tape						
Masonite floor covering						
Door and corner guards						
Elevator guards						
Packing boxes for contents, interlocks						
Colored moving labels						
Boxes for PC cables						
Packing paper for delicate items						
Bubble wrap for PC's (Anti-static)						
Foam wrap for packing and layering						
Shrink wrap and sealer						
Packing tape, general purpose						
Peanuts, loose packing filler						
Heavy duty gondolas						
Paper pads for glass and art						
Wardrobes for maps, drawings, clothing						
			24 of 41			

If other moving supplies are provided by your company, please list here:	UoM STATE STANDARD UNIT OF MEASURE (e.g. Per 300' roll, Per Package of 200, etc.)	Unit Price Initial Contract Period 9-1-11 to 8-31-12	Unit Price First One-Year Renewal Period 9-1-12 to 8-31-13	Unit Price Second One-Year Renewal Period 9-1-13 to 8-31-14	Unit Price Second One-Year Renewal Period 9-1-14 to 8-31-15	Unit Price Second One-Year Renewal Period 9-1-15 to 8-31-16

**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 PROPOSALS OF ANY ONE CONTRACTOR.**

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

\_\_\_\_\_  
Contractor's Name

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

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

\_\_\_\_\_  
Title

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

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

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

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

***This 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 Attachment (A). Any exceptions to terms and/or conditions must be identified in your Deviation Form.

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

### **C - DEVIATION FORM**

### **D - NOTICE "NOT TO PARTICIPATE" RFP FORM**

### **E – MHMRA Locations**

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

# Draft Contract

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

## STANDARD SUPPORT SERVICES CONTRACT

THIS AGREEMENT is made and entered into this **September 1, 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 \_\_\_\_\_, **Houston, TX** \_\_\_\_\_ for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

### RECITALS

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

WHEREAS, the Agency desires that Contractor provide **Agency Moving and Relocation Services** 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 A1**. 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.
  - (d) Contractor shall provide the Agency a letter of assurance 30 days prior to any renewal year that an annual criminal background check (such as the Texas DPS criminal check) has been conducted on any contractor/subcontractor's employees who have direct contact with consumers. Failure to provide requested information may result in suspension of contract services.

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

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

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

#### IV. OBLIGATIONS OF THE AGENCY

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

- (a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibits A and A1**, 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**

# Draft Contract

- (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
----------------------------------------------	-----------------------------------

### 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

# Draft Contract

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 **September 1, 2011 to August 31, 2012**, unless sooner terminated pursuant to this Agreement.
2. **Renewal Options.** This Agreement may be renewed at the sole discretion of Agency for up to **(4) one year renewal options** at rates and placement fees specified in Exhibits A and A1.
3. **Immediate Termination.** Agency may terminate this Agreement immediately if
  - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
  - (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
  - (c) Contractor has become ineligible to receive Agency funds;
  - (d) Contractor has its applicable license or certification suspended or revoked.
  - (e) In the case of the Contractor providing direct services to clients, failure to disclose criminal conviction;
  - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
4. **Termination Upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.
5. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

# Draft Contract

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

## VIII. MISCELLANEOUS

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

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

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

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

**a. General.**

- (1) Hold all protected health information (“PHI”) confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN.§§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.
- (2) Be bound by all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as “Privacy Requirements”.

**b. Representations.**

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

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

# Draft Contract

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. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S .C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

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

9. **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.

10. **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.

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

12. **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.

13. **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:

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

14. **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.

15. **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.

16. **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).

17. **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.

18. **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

# Draft Contract

## EXHIBIT A

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**CONTRACTOR:**

**CONTRACT ID#:**

**CONTRACT PERIOD:** September 1, 2011 - August 31, 2012

**SERVICE:** Agency Moving and Relocation Services

**SERVICE DESCRIPTION:** Contractor will provide office moving and relocation services to the Agency.

**PERFORMANCE:** Contractor must comply with contract terms and all provisions in bid specifications as detailed in Request for Bid proposal dated \_\_\_\_\_. Contractor agrees to abide with the specifications detailed in their submitted bid proposal which is attached hereto and incorporated herein by reference as if set out in full.

**RATE AND RATE DESCRIPTION:**

**NOT TO EXCEED:**

**UNITS/ACCOUNT CODE:**

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

**ATTACHMENT B**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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 TOPARTICIPATE” FORM**

**Dear Contractor**

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**Please Print**

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

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

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
Notice “Not to Participate-RFP” – AGENCY MOVING AND RELOCATION  
SERVICES  
7011 Southwest Freeway  
Houston, Texas 77074**

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

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

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.

## ATTACHMENT E – MHMRA LOCATIONS

<b>MHMRA of Harris County DEPT. NAME</b>	<b>ADDRESS</b>	<b>ZIP</b>
<b>MHMRA Headquarters</b>	<b>7011 Southwest Frwy., Houston, TX</b>	<b>77074</b>
DONSKEY HOUSE (MR Residential)	11511 BOB WHITE	77035
ADULT FORENSIC	1200 BAKER ST. (JAIL)	77002
SAFE HAVEN	1215 DENNIS	77002
BRISTOW HOMELESS, Bristow Drop in Center	1301 DENNIS	77002
NPC	1502 TAUB LOOP	77030
BAYSHORE CSC	2001 CEDAR BAYOU	77520
PASADENA COTTAGES A & B	2122 WICHITA	77502
NEW START	2627 CAROLINE	77002
H.C.P.I. (Harris County Psychiatric Intervention), C.O.C.(Continuity of Care)	2800 S. MACGREGOR	77021
PROVIDER RELATIONS (ELIGIBILITY CENTER), NEW DAY TREATMENT CENTER	3630 W. DALLAS	77074
NORTH WEST CSC, ACT TEAM, MR Employment Services, NW Employment Connections	3737 DACOMA	77092
RIPLEY CSC (Community Service Center - Adults) RIPLEY REHAB (Adults), RIPLEY FRC	4414 NAVIGATION	77011
APPLEWHITE RESIDENTIAL	526 APPLEWHITE	77450
BTP (BEHAVIOR TRAINING PROGRAM)	5518 JACKSON ST	77087
SOUTH EAST AMH, South East Rehab, Employment Conn South, Adapt/ABA, South East FRC-CAS	5901 LONG DRIVE	77087
INFANT PROGRAMS	6032 AIRLINE	77076
BRANARD STREET	612 BRANARD	77006
ECI	6125 HILLCROFT	77081

**ATTACHMENT F – FORM W-9, Rev. January 2011, 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.**

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