

## **INVITATION**

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

### **NPC RENOVATIONS AT 1502 TAUB LOOP**

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

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

In accepting Proposals, MHMRA reserves the right to reject any and all Proposals and to waive any requirements in order to take the action which it deems to be in the best interest of MHMRA.

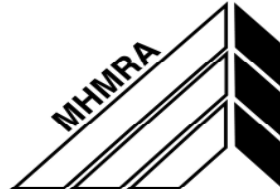
At the time and place established for receipt of the Proposals, MHMRA Harris County will only release the names of the Proposers that have responded to this solicitation. No other information will be released until after MHMRA's Evaluation Team has evaluated the Proposals, and an award has been made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

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

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

# **Request For Proposal**

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

## **NPC RENOVATIONS AT 1502 TAUB LOOP**

**Project #: 09/0029**

**MAY 2009**

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

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## **SECTION I – OVERVIEW**

### **Background and Objectives**

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

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as “Contractor” or “Supplier” to submit Proposals for NPC RENOVATIONS AT, 1502 TAUB LOOP, in response to this solicitation. MHMRA is the largest community based provider of clinical services to mental health and mental retardation consumers in the United States. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of \$164 million. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

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

**Release of Proposal to Prospective Suppliers**

**Tuesday, June 16, 2009**

**Mandatory Pre-Proposal Conference & Site Visit**

**Wednesday, June 24, 2009 @ 10:00 a.m.**

To be held at MHMRA'S,

NPC

1502 TAUB LOOP

HOUSTON, TEXAS 77030

Vendor submittal of Questions:

Friday, June 26, 2009 by 4:30 p.m.

Response to Questions:

Tuesday, June 30, 2009, COB

**Proposals Due:**

**Tuesday, July 14, 2009 @ 10:00 a.m.**

Proposal Opening (Supplier/Contractor name listed on Proposal will be disclosed):

Tuesday, July 14, 2009, A public Proposal opening will be held at 10:15 a.m., 7011 Southwest Freeway, Houston, Texas 77074

Anticipated Award Date:

Contingent upon Board Approval

Anticipated Notice to Proceed Date:

Dependent upon receipt of City Permit

**PROJECT COMPLETION DATE:**

**Dependent on Contractor's proposed Schedule**

## **SECTION III - GENERAL INSTRUCTIONS**

### **A. Mandatory Pre-Proposal Conference and Site Visit**

A Mandatory Pre-Proposal Conference and Site Visit is scheduled for **Wednesday, June 24, 2009 @ 10:00 a.m.**, at 1502 Taub Loop, Houston, Texas, 77030.

All questions concerning the PROPOSAL specifications must be submitted in writing and faxed to the following team members **or emailed to Sharon Brauner and cc: Nina Cook:**

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

Ofc: (713) 970 - 7279

Fax: (713) 970 - 7682

E-mail: sharon.brauner@mhmraharris.org

*Cc:*

**Nina Cook, Purchasing Manager**

Ofc: (713) 970 - 7287

Fax: (713) 970 - 7682

Email: nina.cook@mhmraharris.org

### **B. Submittal Procedure**

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

Deadline to submit **"Final Proposal"** is **Tuesday, July 14, 2009 @ 10:00 a.m.** The original Proposal, signed in ink, five (5) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

MHMRA of Harris County

Purchasing Department

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

7011 Southwest Freeway, Houston, Texas 77074

**"NPC RENOVATIONS, 1502 TAUB LOOP"**

**DO NOT OPEN UNTIL TUESDAY, JULY 14, 2009 @ 10:00 A.M.**

No Proposals will be accepted after the stated deadline.

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

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

### **C. Proposal Opening**

A **public Proposal Opening** will be held immediately following receipt of Proposals on **Tuesday, July 14, 2009**, at 7011 Southwest Freeway, Houston, Texas, 77074.

ALL THINGS BEING EQUAL IN ALL RESPECTS, MHMRA GIVES PREFERENCE TO DISADVANTAGED BUSINESSES AND SMALL BUSINESSES LISTED OR ELIGIBLE TO BE LISTED IN THE DIRECTORY OF CERTIFIED MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES, PUBLISHED BY THE CITY OF HOUSTON AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE DIVISION OR FIRMS THAT CHOOSE TO AFFILIATE WITH M/W/DBE'S.

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

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

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

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

### **F. Reference & Experience**

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

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

It is anticipated that a recommendation for award for this Proposal will be made no more than sixty (60) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date.** Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one contractor.

### **H. Permits**

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

## **I. Financial Information**

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

## **J. Payments**

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

## **K. Price Adjustments**

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

## **L. Historically Under-Utilized Business (HUB)**

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for constructions, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate.

If your firm is not certified, please submit *Attachment B*, if you intend to subcontract services. If not, write "none" on *Attachment B*, and submit it.

## **M. Minority / Women and / or Disadvantaged Business**

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

## **N. Direct or Indirect Assignment**

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

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

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

## **P. Documents**

All Information and drawings will be provided electronically. Each prime Contractor may obtain one (1) proposal documents (CD) from MHMRA. Browne Penland McGregor Architects, Inc. will arrange with A&E to have the Proposal Package, including the drawings, available to be printed upon request by any interested party at that party's expense.

## **Q. Engineer**

Syska Hennessy Group, Inc. 24 Greenway Plaza, Suite 1706 Houston, Texas 77046, **Phone:** 713-963-0772

## **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 ninety (90) days after the Proposal opening date.

### **C. Late Proposals**

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

### **D. Irregularities in Proposals**

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

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

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

### **E. Oral Presentations**

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

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

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

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

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

### **H. Retention of Proposals**

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

## **I. Notice to “No Proposal” Form**

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

## **J. Incurred Expenses**

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

## **K. Local Office**

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

## **L. 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 provisions of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation form. Any exceptions taken to the terms and conditions identified in this Proposal Package including the sample contract must be expressly stated in the Deviation Form. (*See Attachment C*)

## **N. Subcontractors**

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

## **O. Term of Contract**

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

## **P. Pricing**

Each Contractor shall provide responses to “Proposal Reply” page with their costs detailed as per the Cost Schedule template “Unit Price Schedule by Commodity and/or Service” provided by MHMRA.

## **Q. Safety**

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

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

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

## **R. Licensure**

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

## **S. Bonding**

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

## **T. Project Schedule**

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

## **U. Liquidated Damages**

The contract will contain a Liquidated Damages clause with \$1,000 deducted as liquidated damages from the final payment for each day beyond the contractor's negotiated final substantial completion date. The project will not be considered substantially complete until City of Houston and all other applicable regulatory agencies' approvals of work have been received.

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

## **V. AIA Contract Documents**

AIA Document A101-1997 will be included in the contract. AIA Document A201-1997 will also be included in the contract, by reference from AIA Document A101-1997 with the changes noted. (See Attachment F)

## **W. Payment (AIA Schedule)**

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

## **X. Service Requirements**

The NPC facility is a 24/7 operation. Full operations must remain in service. Non-Standard work schedules or double shifts to expedite project may be presented to MHMRA for review.

## **SECTION V - INSURANCE REQUIREMENTS**

### **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

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

#### 2 - Workers' Compensation & Employers' Liability

Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

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

### **B. Insured Parties**

Policy numbered 1 (Commercial General Liability) 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**

Policies numbered 1 must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

### **D. Proof of Insurance**

The policies, coverage's and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as the Certificate Holder and which should be furnished to the Agency prior to the commencement of this agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this agreement until the firm furnishes the Agency copies of all Certificates of Insurance from the insurance carriers, showing that such insurance is in full force and effect.

## **E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Firm shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

## **F. Indemnity**

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**

A Payment Bond and a Performance Bond are required. The supplier is to state the anticipated cost of the Payment and Performance Bond for this project. Supplier must also state the name of the anticipated Bonding Company and Insurance Agent. A bid bond, certified check, or cashier's check for ten (10) percent of greatest amount of proposal must accompany the proposal. Make proposal security payable to MHMRA.

PERFORMANCE BOND AND PAYMENT BOND, AIA Document A312, dated December 1984, is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

A complete copy may be examined in the Engineers office or may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capital, Suite 120, Houston, Texas 77002; (713) 520-0155. Copies may also be obtained from local architect's supplies stores.

An executed copy of the form shall accompany the executed Agreement.

## **SECTION VI - PROPOSAL CONTENTS**

### **Title Page:**

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

### **Table of Contents:**

#### **All Proposals must include the following information:**

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

### **Proposal:**

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

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

- Contractor must submit a copy of their latest audited financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Description of company Safety program (see Section IV, Item Q)
- Listing with explanation of any safety violations, citations or fines over the last 5 years from any authorities having jurisdiction.
- Proof of Insurance
- Submit proof of Historically Underutilized Business "HUB" State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice to "No Proposal" Form (Attachment D)
- Draft Project Schedule
- Signature Page

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

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

**Scope of Work: NPC Renovations at 1502 Taub Loop.**

**(See attached Architects Specifications & Drawings)**

## **SECTION VIII - PROPOSAL EVALUATION PROCESS**

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

The evaluation may not be limited to these when making a final recommendation. For example, MHMRA will not consider contractors that do not have excellent safety records.

<b>A.</b>	<b>Overall Project Concept</b>  <b>20%</b>	Indication that the contractor has an understanding of the project and can present a work plan including actual superintendent / project manager, subcontractors anticipated using, and a sense of the schedule for and sequencing of the work.
<b>B.</b>	<b>Experience and Capacity</b>  <b>20%</b>	Evidence that the contractor and subcontractors have successfully completed work of comparable magnitude, complexity, and scope, and have personnel who have demonstrable experience in completing this type of project.
<b>C.</b>	<b>Financial Viability</b>  <b>20%</b>	Verifiable proof of company financial viability and solvency
<b>D.</b>	<b>Price and Quantities</b>  <b>30%</b>	Provide adequate information to assure the MHMRA project team that the scope of work presented has been adequately understood and identified and that the various components have been priced knowledgeably and competitively.
<b>E.</b>	<b>Cost Savings &amp; Value Engineering Suggestions / Creative Teamwork</b>  <b>10%</b>	It is the expectation of MHMRA that the material cost for this project should be within a very narrow range, and the approach, equipment, teamwork, team composition, experience, schedule and the ability to have a good working relationship with the MHMRA project team, will be critical components of a successful project. An oral presentation may be required from the contractor(s) selected by the MHMRA project team for further consideration once other criteria have been evaluated.

Your proposal should include responses to the following questions:

**A. Overall Project Concept**

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

- How will your project team be organized and who will be on it?
- What subcontractors do you anticipate using and what are their qualifications and experience?
- How many projects have you done with each anticipated subcontractor?
- How would you schedule and sequence the work so that MHMRA operations are never shutdown and are minimally impacted?

**B. Experience and Capacity**

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

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

**C. Financial Viability**

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

- Please provide a copy of the company's last Audited financial statement and a financial history of company. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Please provide a certificate of insurance, contact information for your current insurance company, and length of time your company has been covered by your current insurance provider. If less than two years, who was your previous insurance provider?
- Please provide your anticipated bonding company, contact information for the bonding company, and rate you anticipate being charged for Payment and Performance bonds on this project.

**D. Price and Quantities**

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

- Please provide all information requested on the Proposal Reply Form.

- ❑ Please provide any additional pricing, pricing breakdown, or alternate pricing information, which might be of assistance in the decision-making process.

**E. Cost Savings & Value Engineering Suggestions / Creative Teamwork**

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

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





**SECTION 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 AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR.**

**THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR NINETY (90) DAYS AFTER THE PROPOSAL OPENING DATE.**

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

\_\_\_\_\_  
**Firm's Name**

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

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

\_\_\_\_\_  
**Title**

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

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

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

\_\_\_\_\_  
**E-mail Address**

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

\*\*\*\*\*

## **SECTION XI - ATTACHMENTS**

### **A - SAMPLE CONTRACT**

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

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

### **C – DEVIATION FORM**

### **D – NOTICE TO “NO PROPOSAL” FORM**

### **E – W – 9**

### **F – AIA (Changes to AIA Document A101-1997; A201-1997)**

### **G – DRAWINGS WITH SPECIFICATIONS**

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

**ATTACHMENT A**

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY, with offices located at 7011 Southwest Freeway, Houston, Texas 77074**, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and \_\_\_\_\_, ("Contractor"), with offices located \_\_\_\_\_, **Houston, Texas** \_\_\_\_\_, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

**RECITALS**

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

WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide construction **services for** \_\_\_\_\_ ; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.  
SCOPE OF THE WORK**

The specialized professional services to be provided by Contractor are set forth in **Exhibit A**. The Contractor shall furnish all materials, tools, appliances and facilities and perform all of the work and services required for construction, erection and completion of the said work in strict accordance with the attached **Standard Form of Agreement Between Owner and Architect (AIA Document AIO1-1997) included as Exhibit B, Specifications included as Exhibit C, Unit Pricing included as Exhibit D, Supplementary and Other Conditions of Contract included as Exhibit E and Addenda/Clarifications included as Exhibit F** and made a part hereof for all purposes, and in a good and workmanlike manner and shall do everything required by this Agreement.

**II.  
CONTRACT PRICE**

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

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

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III.  
LIQUIDATED DAMAGES

The parties agree that the Contractor shall be substantially complete with \_\_\_\_\_ **calendar days from the Notice to Proceed**. Should the Contractor fail to complete the scope of work by its specified date, liquidated damages in the amount of **\$1000.00** for each **calendar** day's delay will be deducted from the total contract price unless otherwise agreed to in writing prior to the deadline.

IV.  
INDEMNITY

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

V.  
INSURANCE

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

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

**B. Insured Parties.**

All policies shall contain a provision naming the Agency (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this agreement.

**C. Subrogation**

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

**D. Proof of Insurance**

The policies, coverage and endorsements required by this provision shall be shown on a **Certificate of Insurance on which the Agency must be listed as the Certificate Holder** and which should be furnished to the Agency prior to the commencement of this agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carriers, showing that such insurance is in full force and effect.

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**E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

VI.  
OTHER CONTRACTORS

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

VII.  
MATERIALS AND WORKMANSHIP

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

VIII.  
PERMITS AND LICENSES

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

IX.  
CHANGES IN THE WORK

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

X.  
GUARANTEES

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

XI.  
LIENS

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

XII.  
INSPECTION

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

XIII.

PROHIBITED MATERIALS

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

XIV.

VENUE

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

XV.

BONDING

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

XVI.

SUCCESSOR AND ASSIGNS

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

XVII.

NOTICES

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

If to the Agency:

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

If to the Contractor:

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

XVIII.

SEVERABILITY

The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any

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other term (s) or provision (s).

XVIV.  
EXHIBITS

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

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

**CONTRACTOR**

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

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

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

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

_____	
Approved As To Form By	Date
MHMRA General Counsel	

UNITS TO BE CHARGED: \_\_\_\_\_-556001

**Contractor:** \_\_\_\_\_

**Contract ID#:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_ days from date of Notice to Proceed

**Service:**

**Service Description:**

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

Rate Description: Rate and \$\_\_\_\_\_ .....base bid

**Not to Exceed:** \$\_\_\_\_\_

**Payment**

**Documentation:** AIA payment applications certified by Architect and approved by Director of Facility Services.

**Unit(s) Involved:** 1809-556001

**EXHIBIT B**

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**Standard Form of Agreement Between Owner and Architect, AIA Document AIOI-1997.**

**SPECIFICATIONS**

**EXHIBIT C**

**UNIT PRICING**

**EXHIBIT D**

**SUPPLEMENTARY AND OTHER CONDITIONS OF CONTRACT**

**EXHIBIT E**

**ADDENDA/CLARIFICATIONS**

**EXHIBIT F**

**ATTACHMENT B**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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

Contractor \_\_\_\_\_ Supplier Identification Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT C**

**DEVIATION FORM**

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, The Proposer assures the Buyer of their full compliance with the Specifications and Conditions.

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

<b>SPEC # Section # Or Page #</b>	<b>DEVIATION</b>

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

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

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

**ATTACHMENT D**

**NOTICE “NOT TO PARTICIPATE” FORM**

**Dear Supplier**

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**Please Print**

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

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

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
*Notice of “No-Proposal” - < NPC RENOVATIONS >*  
7011 Southwest Freeway  
Houston, Texas 77074**

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

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

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

**ATTACHMENT E – FORM W-9, Rev. October 2007, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 4  
Attached**

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

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

***ATTACHMENT F***

**AIA (Changes to AIA Document A101-1997)**

**AIA Document A101-1997 will be included in the contract. AIA Document A201-1997 will also be included in the contract, by reference from AIA Document A101-1997 with the changes noted.**

**AIA (Changes to AIA Document A201-1997)**

3.6 Taxes

Delete Paragraph 3.6.1, and substitute the following:

- 3.6.1 The Owner qualifies for exemption from State and local Sales Taxes pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act (Taxation – General, Article 20.04, V.T.C.S.). The Contractor may claim exemption from payment of applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

**ARTICLE 7 – CHANGES IN THE WORK**

7.3. Construction Change Directives

- 7.3.6 In the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute “an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.6 below”

Add the following Subparagraph 7.3.10 to 7.3”

- 7.3.10 In Subparagraph 7.3.6 the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
1. For the Contractor, for Work performed by the Contractor’s own forces, 20 percent of the cost.
  2. For the Contractor, for Work performed by the Contractor’s Subcontractor, 5 percent of the amount due the Subcontractor.
  3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor’s or Sub-subcontractor’s own forces, 15 percent of the cost.
  4. For each Subcontractor, for Work performed by the Subcontractor’s Sub-subcontractor, 5 percent of the amount due the Subcontractor.
  5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.1 and 7.3.6.2 only.
  6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.

**ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT**

Add the following paragraph 14.4 to Article 14:

14.4 Termination by the Owner for Convenience

- 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.
- 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall:
1. Cease operations as directed by the Owner in the notice;
  2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work
  3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.
- 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

***ATTACHMENT G***

***DRAWINGS WITH SPECIFICATIONS***