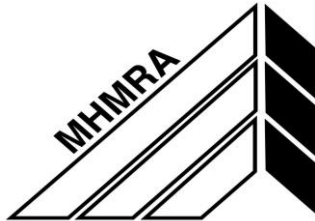


Request For Qualification



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

Organizational Story Brochure Development

AUGUST 2011

PROJECT # 11/0004

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

INVITATION TO INTERESTED PROVIDERS

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is seeking Vendors/Firms/Providers qualified and capable of producing an **Organizational Story Brochure**. The successful vendor/firm should have or acquire a good knowledge of the mission and values of MHMRA and its people and be able to illustrate by thought, word and design the story of the authority, and make the case for outside support to the community. The goal would be to have the brochure produced in quantity for use over the next several years in our fundraising and related development efforts.

Mental Health Mental Retardation Authority of Harris County invites your company to respond to this Request for Qualification (RFQ) invitation. If you are interested in participating in this request, please adhere to the *General Instructions, Deadlines and Requirements* as outlined in the enclosed Request for Qualification document.

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

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

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

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

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A – SAMPLE CONTRACT

B - NOTICE “NOT TO PARTICIPATE” FORM

C - HUB SUBCONTRACTING PLAN

(Historically Underutilized Business)

D - DEVIATION FORM

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

SECTION I OVERVIEW

BACKGROUND AND OBJECTIVES

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

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites interested and qualified vendor(s)/firm(s)/provider(s) to respond to this RFQ for the provision of producing an **ORGANIZATIONAL STORY BROCHURE**. The Mental Health Mental Retardation Authority of Harris County, (MHMRA) is dedicated to assisting Harris County residents who are diagnosed with mental disabilities to reach their potential and attain their rightful place as contributing members of our community.

MHMRA is the largest community based provider of clinical services to mental health and mental retarded 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/proposed should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

The successful vendor should have or acquire a good knowledge of the mission and values of MHMRA and its people and be able to illustrate by thought, word and design the story of the authority, and make the case for outside support to the community. The goal would be to have the brochure produced in quantity for use over the next several years in our fundraising and related development efforts.

SECTION II (RFQ) TIME LINE OF EVENTS

“DATE SENSITIVE MATERIAL”

Release of RFQ to Prospective Providers of Service	Monday, August 23, 2010
RFQ Question & Answer Period	
<i>Receive Questions From Prospective Providers</i>	Monday, August 30, 2010
<i>Response From MHMRA’s Project Team</i>	Wednesday, September 1, 2010, by 4:30 p.m.
RFQ Deadline (Original and Copies Submitted)	Monday, September 13, 2010 by 10:00 a.m.
Anticipated Award Date:	Shortly after award of Contract

SECTION IV RFQ CONTENTS

Title Page:

Name of vendor, local address, telephone number, fax number, e-mail address and contact name.

Table of Contents:

All RFQ responses must include the following information:

- Clear identification of information by section and page.
- List of at least two (2) to three (3) references, including contact person, telephone number, fax number and email address.
- Clear identification of all services provided and supporting fee structure as applicable.

RFQ Requirements:

- Vendor must provide a brief history of company and ownership, date started business and include any special accommodations/services that could be provided.
- 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 response to this RFQ any additional descriptive information about their staff and services, which they believe, might be helpful.
- All responses to this RFQ 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:

- Vendor(s) must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list must be comprehensive – Reference List must be inclusive of contact name, telephone number, fax number and e-mail address. (Local and or Non-local)
- Proof of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate if applicable. (**See Attachment C**)
- If your firm 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.
- Notice “Not To Participate” (**See Attachment B**)
- Complete Form W-9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION V ADDITIONAL REQUIREMENTS

A. Non-Discrimination Policy Statement

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

B. Immigration Reform and Control Act Of 1986

The successful vendor 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. Vendors are to complete this form and submit with their RFQ documents.

C. References and Experience

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties are required to provide a minimum of at least two (2) to three (3) local references where interested party has provided services within the last six months. References shall include company name, address, telephone number, fax number, contact person and email address. The interested parties must agree to authorize clients to furnish any information required by MHMRA to verify references provided, and for determining the quality and timeliness of previous work performed.

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

D. (RFQ) Request for Qualification Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFQ will be made no more than thirty (30) days after the RFQ 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 RFQ due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each RFQ, shall have the right to reject any and all RFQ 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 vendor.

E. Financial Information

Vendor 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.

F. Payments

Vendor is to submit properly completed invoice(s) to the address specified on the contract. To insure prompt payment, each invoice should indicate purchase order number, description of purchased item, unit and total price, discount terms and include vendor's name and return remittance address.

G. Price Adjustments

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

H. 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.

I. 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.

J. Direct or Indirect Assignment

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

K. FORM W-9

Vendors are to complete Form W-9 and submit with their response to this RFQ documents. **(See Attachment E)**

SECTION VI RFQ STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal

RFQ document 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

RFQ documents must be an irrevocable offer valid for One Hundred Twenty (120) days after the due date.

C. Late Submittals

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

D. Irregularities

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

MHMRA shall have the right to reject RFQ's 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 RFQ response.

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

E. Oral Presentations

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

F. Amendments

If it becomes necessary to revise any part of this Request for Qualification (RFQ) package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each vendor via faxed amendment or e-mail.

G. Availability

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

H. Retention of RFQs

All responses received to this RFQ and considered by MHMRA, shall become the property of MHMRA and shall not be returned.

I. Notice “Not To Participate” Form

We ask that the prospective provider(s)/vendor(s) who respond to this Request for Qualification invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFQ complete the Notice “Not To Participate” form. *Vendors who respond to this RFQ invitation will remain on our mailing list. Vendors making no response may be removed from our mailing list for future projects.* (See Attachment B)

J. Incurred Expenses

MHMRA shall not be responsible for expenses incurred by a vendor in the preparation and submission of a response to this RFQ. This provision also includes any costs involved in providing an oral presentation of the Request for Qualification (RFQ).

K. Subcontractors

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

L. Term of Contract

The contract period is anticipated to begin with the submitted recommendation(s) or possible MHMRA Board approval. The term of the contract is not to exceed ninety (90) to one hundred twenty (120) days.

M. Pricing (Fees and Billing Practices)

Each vendor shall provide responses to “RFQ Reply Page” regarding any fees and billing practices, total pricing and or fees and delivery applicable for the provision of required services.

N. Licensure

The vendor shall submit, with their RFQ, 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.

O. Conflict of Interest Provision

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

SECTION VII INSURANCE REQUIREMENTS

A. Policies, Coverage's, and Endorsements

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1- Commercial General Liability

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000

2 - Professional Liability

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000

3 - Business Automobile if transporting our consumers if applicable

Combined Single Limit Bodily Injury & Property Damage	\$ 500,000
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4 - Workers' Compensation & Employers' Liability if applicable

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

A CURRENT "CERTIFICATE OF INSURANCE"
MUST ACCOMPANY YOUR RESPONSE TO THIS RFQ

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.

SECTION VIII SPECIALIZED SERVICES TO BE PERFORMED

MHMRA of Harris County wishes to produce an **Organizational Story Brochure**, consisting of an overview and brief history of MHMRA and its areas of service – intellectual developmental disabilities, behavioral healthcare services, and comprehensive psychiatric emergency programs. Such a publication will show what we do in human terms through several personal success stories of the people we help. It will present in meaningful terms our case for community support by demonstrating our effectiveness and the challenges presented by the chronic underfunding of our activities which leads to economic and personal hardship and societal costs.

The intent would be to create, produce and distribute a high quality, well-designed, and effective brochure to selected community donor prospects to illustrate MHMRA's impact on the community on both a personal and economic level. It should be attractive, moving, professional and authoritative without seeming overly slick or expensive. Such a tool would put a human face on the above-mentioned statistics so people can identify on a personal level with, and hopefully support and invest in the work we do.

To this end, it would be useful to gather at least 2-3 moving and impactful personal success stories from each of our major service areas – Intellectual Developmental Disabilities, Behavioral Healthcare, and the Comprehensive Psychiatric Emergency Program to show how the individual's personal fulfillment has been enhanced by our efforts.

The successful vendor should have or acquire a good knowledge of the mission and values of MHMRA and its people and be able to illustrate by thought, word and design the story of the authority, and make the case for outside support to the community. The goal would be to have the brochure produced in quantity for use over the next several years in our fundraising and related development efforts.

It is expected that multiple site visits, personal interviews, including photographs of consumers and staff will be required. Possible creation of design, thematic elements and related messaging may also be necessary to accomplish this task.

Organizational Story Brochure Development

Submitted by: _____

The contract period is anticipated to begin with the submitted recommendation(s) or possible MHMRA Board approval. The term of the contract is not to exceed ninety (90) to one hundred twenty (120) days.

Each vendor shall provide an estimated timeline for completion of this project.

Each vendor shall provide responses to the “RFQ Reply Page” regarding any fees and billing practices, total pricing and or fees and delivery applicable for the provision of required services.

Selection will be made by an evaluation of the qualifications of individual vendors and personnel who will be working on the Brochure Development and upon an assessment based upon submitted documentation and possible live interviews of a vendor’s capability.

Vendor is to provide estimated cost for printing 5,000-10,000 copies of the Brochure designed.

SECTION X

SIGNATURE PAGE

**REQUEST FOR QUALIFICATIONS
Organizational Story Brochure**

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 SERVICES LISTED IN EACH RESPONSE TO THIS RFQ, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL DOCUMENTS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PRICING/FEE AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RESPONSE TO THIS RFQ OF ANY ONE PROVIDER.

Authorized Signature

Vendor's Name

Typed or Printed Name

Number and Street Address

Title

City, State, Zip Code

() _____
Telephone Number

() _____
Fax Number

E-Mail Address

**Responses To This RFQ Will NOT Be Accepted If This Page is NOT
Signed By An Authorized Representative**

(REQUIRED FOR HARD COPY & ELECTRONIC SUBMISSIONS)

SECTION XI ATTACHMENTS

A – SAMPLE CONTRACT

B - NOTICE “NOT TO PARTICIPATE” FORM

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

D - DEVIATION FORM

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

STANDARD PROFESSIONAL SERVICES CONTRACT

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

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

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

I.
PERSONNEL

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

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

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

Contractor understands and agrees that Agency:

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

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

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

III.
OBLIGATIONS OF CONTRACTOR

1. Services. The brochure development services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in Exhibit A.
2. Qualifications. Contractor will comply with relevant Texas Health and Human Services Commission (HHSC) rules and community standards, certifications, accreditation's, and licenses and any other professional and educational qualifications.
3. Agency Approval of Contractor Personnel. Contractor agrees not to contract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.
4. Representations.
 - (a) Contractor represents and warrants that it is not currently an employee of the Agency.
 - (b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.
5. Receipts and Records. Contractor agrees to provide the Agency, during normal business hours (8-5) and with advanced notification, original receipts for the purchase of all goods and services involving the use of Agency funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Agency, for a period of six (6) years.
6. Disclosure. Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.
7. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.
8. Required Reporting Regarding Licensure. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.
9. Contractor's Governing Body. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.
10. Access. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.
In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, the Mental Health Mental Retardation Authority of Harris County (MHMRA) and the Contractor do hereby agree that:

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

IV.

OBLIGATIONS OF THE AGENCY

1. Payment.

- (a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit A.
- (b) The payment amount will be based on a monthly invoice, which shall reflect the services provided by the Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.
- (c) Invoices or claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 34 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) Weekly invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.
- (ii) Original sent to Agency staff member authorized to approve billing
- (iii) Duplicate to be marked “Duplicate” sent to Accounts Payable as follows:
 - Mental Health Mental Retardation Authority of Harris County
 - P.O. Box 25381
 - Houston, Texas 77265
 - Attn: Accounts Payable
 - Fax (713) 970-7681

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

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

V.

INSURANCE

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

DRAFT

1- Commercial General Liability

General Aggregate	\$1,000,000
Each Occurrence	\$500,000

2 - Professional Liability

General Aggregate	\$1,000,000
Each Occurrence	\$500,000

3 - Business Automobile if transporting our consumers if applicable

Combined Single Limit Bodily Injury & Property Damage	\$500,000
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4 - Workers' Compensation & Employers' Liability if applicable

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

B. Insured Parties.

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

C. Subrogation.

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

D. Proof of Insurance.

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

E. Cancellation.

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

VI.
INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, Contractor hereby agrees to hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any negligent acts of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII.
TERM AND TERMINATION

1. Term. This Agreement is effective from _____ to _____.
2. Renewal Options. This Agreement may be renewed at the sole discretion of Agency for up to (__) _____ succeeding years.
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) Contractor has become ineligible to receive Agency funds;
 - (c) Contractor has its Texas license or certification suspended or revoked;
 - (d) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
 - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
 - (f) Agency may terminate this Agreement immediately upon written notice to Contractor, if it is determined by the Agency that Contractor will not be able to deliver services in a timely or appropriate manner to meet the business needs of the Agency.
4. **Termination Upon Default.** Either party may terminate this Agreement after thirty (30) 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 thirty (30) 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 thirty (30) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the thirty (30) 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 For Convenience. Due to the need for Agency to replace the services being provided by Contractor, this Agreement may be terminated by Contractor, without cause, after one hundred and twenty (120) days written notice to the Agency.
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. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended.

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

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

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

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

6. Additional Requirements. If Contractor is required to comply with an additional requirement pursuant to compliance with HHSC rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.

7. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

8. Notices. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:

Steven B. Schnee, Ph.D.
Executive Director
MHMRA of Harris County
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

DRAFT

9. Remedies. All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or 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.

10. Dispute Resolution. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

11. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

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

[INTENTIONALLY LEFT BLANK]

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

CONTRACTOR

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

I hereby certify that funds are available to pay the obligation of the Agency under and within the foregoing agreement. Executed this _____ day of _____, 2010 in Houston, Harris County, Texas.

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

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

Approved As To Form By Date
MHMRA General Counsel

UNIT(S) TO BE CHARGED: _____

DRAFT

EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD:

SERVICE: Organizational Story Brochure Development

SERVICE DESCRIPTION:

RATE AND
RATE DESCRIPTION: See the proposal reply page attached as Exhibit A2

NOT TO EXCEED:

UNITS INVOLVED:

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

ATTACHMENT B

NOTICE “NOT TO PARTICIPATE” FORM

Dear Vendor/Provider

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 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” –Organizational Story Brochure
7011 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

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

Thank you for your time and assistance.

ATTACHMENT C

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

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

Vendor _____ Vendor/Provider Identification Number: _____

Address: _____

Phone: ____ - ____ - ____ Proposal Number: _____ Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Vendor: _____

Address: _____

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

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

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

Percentage amount of contract with subcontractor/vendor:% _____

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

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/VENDOR

ATTACHMENT D

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 Specifications, 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 D)*

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

SPEC # Section # Or Page #	DEVIATION(S)

Independent Contractor and / or Firm

Authorized Signature

Date

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 response to this Request for Qualification documents. Go to attached link for W-9, if an invitation to this Request for Qualification was emailed.

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