

INVITATION

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is accepting **Proposals from contractors experienced in providing Pest Control Services for MHMRA Facilities**. The successful contractor will provide total cost solution that drives best value, price and operation efficiency.

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

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

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

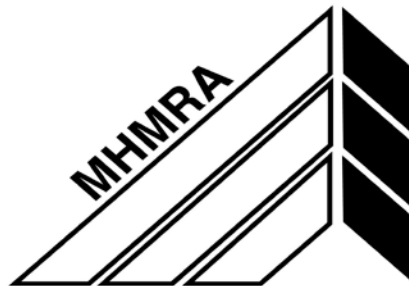
At the time and place established for receipt of the Proposal, MHMRA of Harris County will only release the names of Contractors that have responded to this solicitation. No other information will be released until after MHMRA's Evaluation Team has evaluated the Proposals, and an award has been made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

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

Sharon E. Brauner, C.P.M.

Senior Purchasing Coordinator
MHMRA of Harris County

Request for Proposal



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

Pest Control Services

August 2010

Project #: 10/0029

**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 thirty-eight (38) thousand Harris County residents each year.

MHMRA plans to enter into a contract with a successful vendor/contractor experienced in providing a **Pest Control Services**.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites qualified companies herein after referred to as “contractor” or “vendor” to submit Proposals for Pest Control Services in response to this solicitation. MHMRA is the largest community based provider of clinical services to mental health and mental retardation consumers in the United States. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of \$177 million. The Agency has fixed pricing budgets and all pricing quoted/proposed should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

SECTION II - RFP TIMELINE AND EVENTS

Solicitation Package Ready for Pick up	Monday, August 23, 2010. Location: 7011 SW Freeway, Houston, TX 77074 on 1 st Floor in Purchasing Department.
Mandatory Site Visits	Monday, August 30, 2010 through Thursday, September 2, 2010
Deadline for response to questions from Purchasing Department	Tuesday, September 8, 2010
Proposal Due:	Wednesday, September 15, 2010, 7011 SW Freeway, Houston, TX 77074 Floor in Purchasing Department. Time: 11:00 a.m.
Proposal Opening	A public Proposal Opening will be held Immediately following the receipt of the Proposals at 11:15 a.m.
Anticipated Award Date	Contingent Upon Board

Mandatory Site Visits

All contractors will meet at 7011 SW Freeway each morning at 10:00 a.m. The pest control site visit schedule will be as follows:

Monday, August 30, 2010, Start time 10am.

- Stop #1) 7011 SW Freeway & Conference Center
- Stop #2) 6125 Hillcroft (Same as Airline, No need to visit both.)
- Stop #3) 2627 Caroline, Bristow & Annex
- Stop #4) 1215 Dennis, Safe Havens
- Stop #5) 612 Branard St., Branard St. Apartments

Tuesday, August 31, 2010, Start time 10am.

- Stop #1) 5901 Longdrive, Southeast CSC
- Stop #2) 7200 North Loop East, Northeast CSC
- Stop #3) 3737 Dacoma, Northwest CSC

We will not visit the residential houses or Humble.

SECTION III - GENERAL INSTRUCTIONS

A. Mandatory Site Visits

The Mandatory Site Visits will began on Monday, August 30, 2010 through Thursday September 2, 2010. All site visits will begin at 7011 Southwest Freeway.

Deadline for questions from vendors/contractors: Friday, September 3, 2010.

Deadline for responses to questions: Wednesday, September 8, 2010

All questions concerning the **PROPOSAL** specifications must be submitted in writing, faxed or emailed.

Marguarette C. Washington, Senior Buyer II

E-mail: marguarette.washington@mhmraharris.org

CC:

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

E-mail: sharon.brauner@mhmraharris.org

B. Submittal Procedure

The proposal subject to all conditions and specifications attached hereto ***must be signed in ink*** by a person or officer of the company 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 Wednesday, September 15, 2010 @ 11:00 a.m. The original Proposal, signed in ink, four (4) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a **SEALED ENVELOPE** and delivered to the attention of:

MHMRA, Harris County

Purchasing Department

Attn: Marguarette C. Washington, Senior Buyer

7011 Southwest Freeway, Houston, Texas 77074

Ofc: (713) 970-7304

Fax: (713) 970-7682

“PROPOSAL FOR PEST CONTROL SERVICES”

DO NOT OPEN UNTIL 11:00 a.m., Wednesday, September 15, 2010

No Proposal will be accepted after the stated deadline.

Respondents may mail or personally deliver their proposals to the Purchasing Department of MHMRA at the above address. MHMRA will not be responsible for any proposal that is lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason. Proposals shall include all documentation as requested in the Request for Proposal.

C. Proposal Opening

A Public Proposal Opening will be held immediately following receipt of proposals *on Wednesday, September 15, 2010 at 11:15 a.m.* at 7011 Southwest Frwy., Houston, Texas 77074.

D. Non-Discrimination Policy Statement

The Mental Health Mental Retardation Authority of Harris County does not discriminate against any individual or contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, or 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 Contractor shall provide appropriate identification and employment eligibility documents and completes a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

F. References and Experience

All interested parties will be required to **submit with their proposal** a list of companies or governmental organizations to which your firm is currently providing services. If this does not include at least three (3) entities, then provide a minimum of three (3) entities to which similar services have been provided in the past. The information requested must include where interested parties have provided service (within the last twelve months) that pertain to this type of project/service. References shall include company name, contact person, address, telephone and fax number, email address and website address if available. The interested parties must agree to authorize clients to furnish any information required by MHMRA to verify references provided, and for determining the quality and timeliness of previous work performed.

G. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this proposal will be made no more than thirty (30) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their Proposals as an **irrevocable offers for one hundred twenty (120) days after the Proposal due date**. Mental Health and 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 interested parties/contractor.

I. Financial Information

Contractor must submit a copy of their latest audited financial statements. 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/Invoicing

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

K. Price Adjustments

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

L. Historically Underutilized Business (HUB)

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 contracts. Please submit proof of Historically Underutilized Business "HUB" state certificate and/or City of Houston M/W/DBE Certificate.

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

M. Minority/Women and/or Disadvantaged Business (M/W/DBE)

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 contracts. 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 rights and duties under the contract with expressed approval by MHMRA.

O. Form W - 9

Contractors are to complete Form W-9 and submit with their Proposal documents.

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 specifically state that the proposal is an **irrevocable offer valid for one hundred twenty (120) days** after the proposal opening time and date.

C. Late Proposal Submittal

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

D. Irregularities in Proposals

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

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

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

G. Availability of the Proposals

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 “NOT TO PARTICIPATE”

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

J. Incurred Expenses

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

K. Locations

MHMRA has various locations throughout Harris County. The successful contractor should not have geographical limitations. The successful contractor will be required to have a local Houston area office. Preference will be given to contractor with offices, which have been established and in operation, a minimum of two (2) years before this Request for Proposal.

L. Term of Contract

The intent of the Request for Proposal is to award an initial period of performance with four (4) one-year renewal options at the sole discretion of MHMRA based on satisfactory performance, which will be reviewed on an annual basis.

M. Pricing/Fees and Billing Practices

Each contractor shall provide responses to “Request for Proposal Reply” page regarding any fees applicable for provision of required services.

N. Licensure

The contractor shall submit, with their proposal, a copy of any license(s), certification (s), registration(s), permits(s), etc. as required by authorities having jurisdiction.

O. Deviation Form

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. (**See Attachment C**)

P. Subcontractors

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

Q. 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 RFP for a proposed procurement shall be excluded from Proposal or submitting a proposal to compete for the award of such procurement. (HHSC Uniform Contract Terms & Conditions Version 1.3)

R. 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.

S. Contractor Requirements and Responsibilities

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

SECTION V - INSURANCE REQUIREMENTS

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor’s personnel under this agreement and all extensions and amendments thereto.

- 1- Commercial General Liability
 - General Aggregate \$ 2,000,000
 - Each Occurrence \$ 1, 00,000

- 2 - Workers Compensation & Employers Liability if applicable
 - Medical & Indemnity Statutory Requirements
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee
 - Bodily Injury by Disease \$500,000 Policy Limit

- 3 - Automobile Liability
 - Including hired and non-owned Automobiles \$2,000.000 Single Limit

B. Insured Parties

All policies shall contain a provision naming the Agency (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements but only with respect to liabilities assumed in 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.***

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.

CONTRACTOR MUST SUBMIT A CURRENT "CERTIFICATE OF INSURANCE" SIGNED BY CONTRACTOR AND CONTRACTOR'S INSURANCE AGENT WITH ALL PROPOSALS.

SECTION VI - PROPOSAL EVALUATION CRITERIA

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

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

A.	Overall Program Concept 25 %	Indication that the contractor has a well-defined concept and program structure for all components of service desired by MHMRA.
B.	Understanding 25%	Indication that the contractor understands the nature of MHMRA services and constraints in providing those services and that the contractor has thoroughly analyzed MHMRA's needs.
C.	Financial Condition 10%	As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, is financially stable and able to provide related services in its entirety.
D.	References 15%	The quality of the response from references particularly those in the Houston area. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.
E.	Past Performance 15%	Documentation of past performance in areas of this magnitude and resulting customer satisfaction.
F.	Cost 10%	Since final cost will eventually be negotiated with the successful proposer, cost will only become a determining factor when all other conditions are equal.

Not all evaluation factors are equal in importance, and each factor will be weighted during the evaluation process in accordance with its importance to MHMRA.

SECTION VII - EVALUATION QUESTIONS

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

A. Overall Program Concept

- How long have you been providing these services?
- What are your hours of availability?
- Do you comply with all applicable codes, standards and government regulations? Explain.

B. Experience and Capacity

- How many clients are now being serviced by your company? Explain.
- Explain your process and or requirements for employee education and training.

C. Financial Viability

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

D. Price and Quantities

- Contractors must provide adequate information to guarantee understanding of scope of work.

E. Cost Savings and Value

- Have you provided your most aggressive pricing?

SECTION VIII - SPECIALIZED SERVICES TO BE PERFORMED

Scope of Services

Mental Health Mental Retardation Authority of Harris County (MHMRA) is seeking a contractor experienced in providing Pest Control Services at 7011 Southwest Freeway and outlying facilities. The work will involve monthly treatment at each site for the following pests: roaches, ants, fire ants, mice, rats, fleas, silverfish, mosquitoes, crickets, spiders and ticks. Monthly routine extermination will need to be performed after normal business hours. Monthly routine exterminations will be scheduled appointments. Once scheduled appointments have been agreed upon by MHMRA Project Manager and contractor, the same schedule will be anticipated for the remainder of the contract, unless adjustments to scheduled appointments are requested by contractor and approved by MHMRA. MHMRA reserves the right to modify or change appointment schedules with appropriate notice to contractor.

The following facilities (See exhibit B) have been treated for termites. Currently, these facilities are on an annual treatment program. These facilities have been treated with Tremidor.

Specifications:

- Contractor must provide detailed information as to what termite extermination plan would be used and how it will be monitored to ensure that the termites have been eliminated. Contractor must provide criteria for discontinuance of termite treatment at a site.
- All contractor employees will be expected to be dressed in a company uniform that has company name and all employees will be required to have a company badge with name and picture of employee displayed on the badge.
- MSDS Data sheets will be required for all pesticides used for exterminations at each site and must be displayed at each site. Updated MSDS Data sheets will be required whenever a change in pesticides is made. (MHMRA will provide location for MSDS Data sheets to be displayed.)
- Contractor will be required to check in with security or MHMRA staff prior to beginning extermination. A signature will be required from security or MHMRA staff once extermination has been completed.
- The successful contractor will be required to submit a monthly signed service ticket for each site serviced in order for payment to be made. Payment will not be made for any service location where confirmation of service cannot be verified by a signed service ticket submitted to contract PM.
- MHMRA seeks general pest control services for 20 sites located across Houston and Harris County including Pasadena and Humble. The 20 sites include 1 six story structure, 1 three story single room occupancy residential unit with 25 rooms, 1 two story small apartment complex, 2 two story commercial buildings, 1 two story house, 8 one story buildings and 6 residential houses.

- Contractor will be expected to respond within 24 hours for emergency call outs.
- Contractor must be flexible to possible adjustments (deletions & additions) in the number of Facilities serviced.
- The contract period is anticipated to begin on November 1, 2010 for a one (1) year base period with four (4) one-year renewal options at the discretion of MHMRA. Contract one year renewals will be based on MHMRA's assessment of the quality and responsiveness to service and contractor's adherence to the contract requirements.
- The facilities to be serviced are a mixture of residential, office, commercial and extended care. Major cooking facilities are included and many office areas have small cooking facilities. The sites are geographically all over Houston and Harris County including Pasadena, Humble and Baytown. Sites are also a mixture of single and multiple-story structures. Contractor must provide your detailed plan to handle the above service.
- The work/services will involve monthly treatment at each site (in accordance with specifications) for the following pest: rats, mice, roaches, ants and fire ants, fleas, silverfish, mosquitoes, crickets, ticks, spiders and termites.
(Note: Warranty must be included for termites)
- Contractor must be flexible to adjustments (deletions and additions of Facilities).
- The intent of the Request for Proposal is to award an initial period of performance with four (4) one-year renewal options at the sole discretion of MHMRA based on satisfactory performance, which will be reviewed on an annual basis.
- The successful contractor will be required to submit a monthly detailed Summary Invoice to the Facility's Director for services provided within the month.

SECTION IX - PROPOSAL CONTENTS

Title Page:

Name of Contractor, Local Address, Telephone #, Fax #, Email Address, Contact Name, Website

Table of Contents:

All Proposals must include the following information:

- Clear identification of material by section and page
- List of at least three (3) references, including contact person, telephone number, fax number and email address.
- Identification of all services provided

Proposal

- Contractor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
- Vendor must supply a price schedule by services.
- Must bear the **original signature** of a principal or authorized officer of the interested party.
- Signature Page must be signed in INK by Officer of company.
- 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 Proposal any additional descriptive information about their services, which they believe, might be helpful.
- All Proposals must be submitted with one original and four (4) copies and an electronic copy (CD-ROM or Floppy), mailed or delivered in a sealed envelope to MHMRA of Harris County.

Additional documents to be submitted:

- Contractor must submit a copy of their last AUDITED financial statement or a letter from your CPA.
- References list must be comprehensive – Reference list must be inclusive of company name, contact name, telephone number, fax number and email address (Local and or Non Local)
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance, provide copy of Certificate of Insurance.
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice “Not to Participate” Form (Attachment D)
- Completed Form W-9 (Attachment E)

- Policy & Procedure for criminal background checks of personnel or subcontractor that would gain entrance to or provide service to MHMRA properties.
- If your pricing is government pricing please provide a copy of your agreement with specific state, federal or local organizations (Ex: GSC, DIR, TBPC)
- Signature Page
- See Exhibit A Pest Control “Only” Treatment Locations.
- See Exhibit B Termite Treatment “Only” Locations.

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

EXHIBIT A

PEST CONTROL “ONLY” LOCATIONS

Facility	Address	Zip Code	Approx. Sq. Footage	Bedrooms	Bathrooms	Breakrooms	Kitchens
Applewhite #1813 Residential Home	526 Applewhite	77450	2100	4	2	n/a	1
Branard Street #1834 Apartments	612 Branard St.	77006	7351	12	12	n/a	12
Bristow Annex #1814 Single Story Structure	2627 Caroline	77002	800	n/a	1	n/a	n/a
Bristow Center #1814 2 Story Structure	2627 Caroline	77002	26312	18	8	1	1
Donsky #1812 Residential Home	11511 Bob White	77035	2100	3	2	n/a	1
Barbarella #1855 Residential Home	6603 Barbarella	77088	2400	4	2	n/a	1
Jackson St. #1850 Residential Home	5518 Jackson St.	77004	3500	6	2	n/a	1
Humble CSC #1888 Single Story Structure	6805 Oak Village	77396	5193	n/a	4	2	n/a
Northeast Facility #1808 2 Story Building	7200 North Loop East	77028	18000	n/a	4	n/a	n/a
Northwest Facility #1809 Single Story Structure	3737 Dacoma	77092	40000	n/a	13	4	n/a
Pasadena Cottage A #1874 Residential Home	2122 Wichita	77502	3500	6	5	n/a	1
Pasadena Cottage B #1874 Residential Home	2122 Wichita	77502	3500	6	5	n/a	1
Stonechase #1846 Residential Home	6607 Stonechase	77084	1524	3	2	n/a	1
Westbury #1860 Residential Home	5707 Warm Springs	77035	2689	4	3	n/a	1
Airline Facility #1849 Single Story Structure	6032 Airline	77076	9000	n/a	2	1	n/a
Hillcroft Facility #1806 Single Story Structure	6125 Hillcroft	77081	9000	n/a	2	1	n/a
Safe Havens #1820 3 Story Building	1215 Dennis	77002	10000	23	24	1	1

Southeast CSC #1858 Structure	Single Story	5901 Longdrive	77087	43560	n/a	12	3	1
Southwest Facility #1827 Structure	6 Story	7011 SW Freeway	77074	112000	n/a	20	6	n/a
SW Conference Ctr, #1828 Structure	Single Story	7033 SW Freeway	77074	8000	n/a	2	1	n/a

EXHIBIT B

FACILITIES THAT HAVE BEEN TREATED FOR TERMITES “TERMITE TREATMENT”

Facility	Address	Zip Code	Approx. Sq. Footage	Bedrooms	Bathrooms	Breakrooms	Kitchens
Applewhite #1813 Residential Home	526 Applewhite	77450	2100	3	2	n/a	1
Branard Street #1834 Apartments	612 Branard St.	77006	7351	12	12	n/a	12
Bristow Center #1814 2 Story Structure	2627 Caroline	77002	26312	18	8	1	1
Barbarella #1855 Residential Home	6603 Barbarella	77088	2400	3	2	n/a	1
Humble CSC #1888 Single Story Structure	6805 Oak Village	77396	5193	n/a	4	1	n/a
Airline Facility #1849 Single Story Structure	6032 Airline	77076	9000	n/a	2	1	n/a
Safe Havens #1820 3 Story Building	1215 Dennis	77002	10000	23	25	1	24
Southeast CSC #1858 Single Story Structure	5901 Longdrive	77087	43560	n/a	12	2	n/a
Southwest Facility #1827 6 Story Structure	7011 SW Freeway	77074	112000	n/a	20	6	n/a
SW Conference Ctr, #1828 Single Story Structure	7033 SW Freeway	77074	8000	n/a	2	1	n/a

SECTION X – PROPOSAL REPLY PAGE

Submitted by: _____

Name of Solicitation:

PEST CONTROL SERVICES

Proposal Opening: 11:00 a.m. Wednesday, September 15, 2010.

Contract Period:

The intent of the Request for Proposal is to award an initial period of performance with four (4) one-year renewal options at the sole discretion of MHMRA based on satisfactory performance, which will be reviewed on an annual basis.

Additional Fees

Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation.

Fixed pricing, inclusive of all cost, to be submitted in the following format:

**INDIVIDUAL SERVICE SITE COST ARE AS FOLLOWS:
FOR CONTRACT PERIOD INITIAL PERIOD THROUGH 8/31/11**

Applewhite #1813	\$	x 12 mo.	\$
Branard House	\$	x 12 mo.	\$
Bristow Annex	\$	x 12 mo.	\$
Bristow Center	\$	x 12 mo.	\$
Donskey	\$	x 12 mo.	\$
Barbarella #1855	\$	x 12 mo.	\$
Jackson Street #1850	\$	x 12 mo.	\$
Humble CSC #1888	\$	x 12 mo.	\$
Northeast Facility #1808	\$	x 12 mo.	\$
Northwest Facility #1809	\$	x 12 mo.	\$
Pasadena Cottage A #1874	\$	x 12 mo.	\$
Pasadena Cottage B #1874	\$	x 12 mo.	\$
Stonechase #1846	\$	x 12 mo.	\$
Westbury #1860	\$	x 12 mo.	\$
Airline Facility #1849	\$	x 12 mo.	\$
Hillcroft Facility #1806	\$	x 12 mo.	\$
Safe Havens #1820	\$	x 12 mo.	\$
Southeast CSC #1858	\$	x 12 mo.	\$
Southwest Facility #1827	\$	x 12 mo.	\$
Southwest Conference Ctr	\$	x 12 mo.	\$

COST FOR ANNUAL TERMITE TREATMENT

Applewhite #1813	\$
Branard House #1834	\$
Bristow Center #1814	\$
Barbarella #1855	\$
Humble CSC #1888	\$
Airline Facility #1849	\$
Safe Havins #1820	\$
Southeast # 1858	\$
Southwest #1827	\$
Southwest Conference #1828	\$

*Sites may be deleted during the term of this contract by notification to Contractor by Agency.
Sites may be added for additional fees during the term of this contract by mutual agreement of
Agency and Contractor.*

FOR CONTRACT PERIOD 09/01/11 – 8/31/12

Applewhite #1813	\$	x 12 mo.	\$
Branard House	\$	x 12 mo.	\$
Bristow Annex	\$	x 12 mo.	\$
Bristow Center	\$	x 12 mo.	\$
Donskey	\$	x 12 mo.	\$
Barbarella #1855	\$	x 12 mo.	\$
Jackson Street #1850	\$	x 12 mo.	\$
Humble CSC #1888	\$	x 12 mo.	\$
Northeast Facility #1808	\$	x 12 mo.	\$
Northwest Facility #1809	\$	x 12 mo.	\$
Pasadena Cottage A #1874	\$	x 12 mo.	\$
Pasadena Cottage B #1874	\$	x 12 mo.	\$
Stonechase #1846	\$	x 12 mo.	\$
Westbury #1860	\$	x 12 mo.	\$
Airline Facility #1849	\$	x 12 mo.	\$
Hillcroft Facility #1806	\$	x 12 mo.	\$
Safe Havens #1820	\$	x 12 mo.	\$
Southeast CSC #1858	\$	x 12 mo.	\$
Southwest Facility #1827	\$	x 12 mo.	\$
Southwest Conference Ctr	\$	x 12 mo.	\$

COST FOR ANNUAL TERMITE TREATMENT

Applewhite #1813	\$
Branard House #1834	\$
Bristow Center #1814	\$
Barbarella #1855	\$
Humble CSC #1888	\$
Airline Facility #1849	\$
Safe Havens #1820	\$
Southeast # 1858	\$
Southwest #1827	\$
Southwest Conference #1828	\$

Sites may be deleted during the term of this contract by notification to Contractor by Agency. Sites may be added for additional fees during the term of this contract by mutual agreement of Agency and Contractor.

FOR CONTRACT PERIOD 09/01/12 – 08/31/13

Applewhite #1813	\$	x 12 mo.	\$
Branard House	\$	x 12 mo.	\$
Bristow Annex	\$	x 12 mo.	\$
Bristow Center	\$	x 12 mo.	\$
Donskey	\$	x 12 mo.	\$
Barbarella #1855	\$	x 12 mo.	\$
Jackson Street #1850	\$	x 12 mo.	\$
Humble CSC #1888	\$	x 12 mo.	\$
Northeast Facility #1808	\$	x 12 mo.	\$
Northwest Facility #1809	\$	x 12 mo.	\$
Pasadena Cottage A #1874	\$	x 12 mo.	\$
Pasadena Cottage B #1874	\$	x 12 mo.	\$
Stonechase #1846	\$	x 12 mo.	\$
Westbury #1860	\$	x 12 mo.	\$
Airline Facility #1849	\$	x 12 mo.	\$
Hillcroft Facility #1806	\$	x 12 mo.	\$
Safe Havens #1820	\$	x 12 mo.	\$
Southeast CSC #1858	\$	x 12 mo.	\$
Southwest Facility #1827	\$	x 12 mo.	\$
Southwest Conference Ctr	\$	x 12 mo.	\$

COST FOR ANNUAL TERMITE TREATMENT

Applewhite #1813	\$
Branard House #1834	\$
Bristow Center #1814	\$
Barbarella #1855	\$
Humble CSC #1888	\$
Airline Facility #1849	\$
Safe Havens #1820	\$
Southeast # 1858	\$
Southwest #1827	\$
Southwest Conference #1828	\$

Sites may be deleted during the term of this contract by notification to Contractor by Agency. Sites may be added for additional fees during the term of this contract by mutual agreement of Agency and Contractor.

FOR CONTRACT PERIOD 09/01/13 – 8/31/14

Applewhite #1813	\$	x 12 mo.	\$
Branard House	\$	x 12 mo.	\$
Bristow Annex	\$	x 12 mo.	\$
Bristow Center	\$	x 12 mo.	\$
Donskey	\$	x 12 mo.	\$
Barbarella #1855	\$	x 12 mo.	\$
Jackson Street #1850	\$	x 12 mo.	\$
Humble CSC #1888	\$	x 12 mo.	\$
Northeast Facility #1808	\$	x 12 mo.	\$
Northwest Facility #1809	\$	x 12 mo.	\$
Pasadena Cottage A #1874	\$	x 12 mo.	\$
Pasadena Cottage B #1874	\$	x 12 mo.	\$
Stonechase #1846	\$	x 12 mo.	\$
Westbury #1860	\$	x 12 mo.	\$
Airline Facility #1849	\$	x 12 mo.	\$
Hillcroft Facility #1806	\$	x 12 mo.	\$
Safe Havens #1820	\$	x 12 mo.	\$
Southeast CSC #1858	\$	x 12 mo.	\$
Southwest Facility #1827	\$	x 12 mo.	\$
Southwest Conference Ctr	\$	x 12 mo.	\$

COST FOR ANNUAL TERMITE TREATMENT

Applewhite #1813	\$
Branard House #1834	\$
Bristow Center #1814	\$
Barbarella #1855	\$
Humble CSC #1888	\$
Airline Facility #1849	\$
Safe Havens #1820	\$
Southeast # 1858	\$
Southwest #1827	\$
Southwest Conference #1828	\$

Sites may be deleted during the term of this contract by notification to Contractor by Agency. Sites may be added for additional fees during the term of this contract by mutual agreement of Agency and Contractor.

FOR CONTRACT PERIOD 09/01/14 – 08/31/15

Applewhite #1813	\$	x 12 mo.	\$
Branard House	\$	x 12 mo.	\$
Bristow Annex	\$	x 12 mo.	\$
Bristow Center	\$	x 12 mo.	\$
Donskey	\$	x 12 mo.	\$
Barbarella #1855	\$	x 12 mo.	\$
Jackson Street #1850	\$	x 12 mo.	\$
Humble CSC #1888	\$	x 12 mo.	\$
Northeast Facility #1808	\$	x 12 mo.	\$
Northwest Facility #1809	\$	x 12 mo.	\$
Pasadena Cottage A #1874	\$	x 12 mo.	\$
Pasadena Cottage B #1874	\$	x 12 mo.	\$
Stonechase #1846	\$	x 12 mo.	\$
Westbury #1860	\$	x 12 mo.	\$
Airline Facility #1849	\$	x 12 mo.	\$
Hillcroft Facility #1806	\$	x 12 mo.	\$
Safe Havens #1820	\$	x 12 mo.	\$
Southeast CSC #1858	\$	x 12 mo.	\$
Southwest Facility #1827	\$	x 12 mo.	\$
Southwest Conference Ctr	\$	x 12 mo.	\$

COST FOR ANNUAL TERMITE TREATMENT

Applewhite #1813	\$
Branard House #1834	\$
Bristow Center #1814	\$
Barbarella #1855	\$
Humble CSC #1888	\$
Airline Facility #1849	\$
Safe Havens #1820	\$
Southeast # 1858	\$
Southwest #1827	\$
Southwest Conference #1828	\$

Sites may be deleted during the term of this contract by notification to Contractor by Agency. Sites may be added for additional fees during the term of this contract by mutual agreement of Agency and Contractor.

SECTION XI – SIGNATURE PAGE

REQUEST FOR PROPOSAL
Pest Control Services

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 PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL RESPONSES, AND, SHALL NOT BE BOUND TO ACCEPT ANY RESPONSE OR ANY CONTRACTOR.

THE SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE PROPOSAL OPENING DATE.

Authorized Signature

Firm's Name

Typed or Printed Name

Number and Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email: _____

This PROPOSAL Will NOT Be Accepted If This Page is NOT Signed by an Authorized Representative SECTION

SECTION XII - ATTACHMENTS

A. Sample Contract

**B. HUB Subcontracting Plan
(Historically Underutilized Business)**

C. Deviation Form

D. Notice – Not To Participate Form

**E. FORM W-9, Rev, October 2007, REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION / Link:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

Sample Contract

Contract ID No. ____

STANDARD SUPPORT SERVICES CONTRACT

THIS AGREEMENT is made and entered into this _____, 2010 by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, at **7011 Southwest Freeway, Houston, Texas 77074**, a community center and an agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and _____ ("Contractor") with offices at _____, **Houston, TX** _____ for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

RECITALS

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

WHEREAS, the Agency desires that Contractor provide services under the terms and conditions set forth in this Agreement;

WHEREAS, each of the parties is committed to the delivery of services in an effective, cost efficient, and quality manner; and

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

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

I. PERSONNEL

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

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.** The relationship between the Agency and Contractor shall be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Agency and Contractor other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, shall not for any purpose be

deemed to be an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency. Contractor agrees that he will not hold himself out as an agent of the Agency to any persons.

2. **Professional Judgment.** In the performance of all pursuant to this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of a professional service. Contractor and his personnel, if any, shall employ his own means and methods and exercise his own professional judgment in the performance of services pursuant to this Agreement. The sole concern of the Agency under this Agreement or otherwise is that, irrespective of the means selected, such services shall be provided in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Agency and the applicable federal, state, and local laws, rules and regulations.

III. **OBLIGATIONS OF CONTRACTOR**

1. **Services.** The specialized support services, to be provided by Contractor and the schedule of hours Contractor will deliver such services are set forth in **Exhibit A**. Said schedule and services may be changed only with the mutual consent of the parties.

2. **Agency Approval of Contractor Personnel.** Contractor agrees that any individual or entities selected by him to deliver designated services for Agency, including any and all contractors, are subject to approval by Agency. The services of any individual to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor, and Contractor agrees to indemnify and hold harmless Agency, its employees, agents, officers, and assigns from any claim or liability arising from the negligent acts or any other acts of Contractor or an individual to whom he delegates the delivery of designated services.

3. **Representations and Warranties.**

(a) Contractor represents and warrants that, at all times during this Agreement, he will comply with all applicable policies of the Agency and all applicable local, state and federal laws, rules and regulations now in effect and that become effective during the term of this Agreement. Contractor further agrees to provide services to the Agency in a manner consistent with applicable professional standards and consistent with standards of reasonable due care.

(b) Contractor agrees to perform his services with decorum and in a manner designed to assist in the efficient operation of the Agency. Contractor agrees to interact with Agency staff in a cooperative manner. The adequacy of the performance of this obligation will be determined at the sole discretion of the Agency.

(c) Contractor represents and warrants that it is not currently an employee of the Agency.

4. **Disclosure.** Contractor declares that (a) neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; or (b) has been convicted of a criminal act related to any state or federally funded program; and (c) Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

5. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

6. **Franchise Tax.** If Contractor is a corporation and is or becomes delinquent in the payment of its Texas tax, then payment may be withheld until such delinquency is remedied.

7. **Required Information for Criminal Conviction Checks.**

(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with clients, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115,

and Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment); and

(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and

(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

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

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 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 **Exhibits A**, for an amount not to exceed \$_____.

(b) The payment amount will be based on a monthly invoice which shall reflect the services provided by Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.

(c) **Invoices or claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 45 days after the end of the month in which the services were rendered will not be paid.**

(d) **Payment shall be made 45 days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. MHMRA retains the right to offset payments for prior invoices paid where a deficiency is noted after payment has been processed.**

Invoices shall be submitted in duplicate as follows:

***Pest Control Services
Request for Proposal
2010***

- (i) Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.
- (ii) **Original sent to Agency staff member authorized to approve billing**
- (iii) **Duplicate to be marked "Duplicate" sent to Accounts Payable as follows:**
Mental Health Mental Retardation Authority of Harris County
P.O. Box 25381
Houston, Texas 77265
Attn: Accounts Payable
Fax (713) 970-7681

(e) **Contract Rate Change clause – If a vendor/provider’s contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.**

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

**V.
INSURANCE**

A. Policies, Coverages, and Endorsements.

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1- Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

2 - Workers’ Compensation & Employers’ Liability if applicable

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

Employers liability	\$500,000
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3 - Automobile Liability

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
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B. Insured Parties

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

C. Subrogation

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

D. Proof of Insurance

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

E. Cancellation

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

**VI.
INDEMNIFICATION**

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

**VII.
TERM AND TERMINATION**

1. **Term.** This Agreement is effective _____ **1, 2010 to August 31, 2010**, unless sooner terminated pursuant to this Agreement.
2. **Renewal Options.** This Agreement may be renewed at the sole discretion of Agency for up to **(4) one year renewal options** at rates and placement fees specified in Exhibits A and Exhibit A1.
3. **Immediate Termination.** Agency may terminate this Agreement immediately if
 - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
 - (b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
 - (c) Contractor has become ineligible to receive Agency funds;
 - (d) Contractor has its applicable license or certification suspended or revoked.
 - (e) In the case of the Contractor providing direct services to clients, failure to disclose criminal conviction;
 - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

4. **Termination Upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

5. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

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

VIII. MISCELLANEOUS

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

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

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

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

a. General.

- (1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.
- (2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations

(codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements".

b. Representations.

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

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

6. **Entire Agreement.** This Agreement and the documents incorporated herein constitute the sole and only Agreement of the parties hereto and supersedes any prior understandings and any prior written or oral Agreements between the parties respecting the subject matter herein.

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

8. **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.

9. **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.

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

11. **Gender and Number.** The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

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

If to the Agency:

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

If to Contractor:

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

be construed to be a waiver of any breach or default or acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

14. **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.

15. **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).

16. **Effect of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of either the Agency or Contractor in such manner as, in the sole judgment of the affected party, (1) will cause serious financial hardship to such party, or (2) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

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

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

CONTRACTOR

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

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

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

Approved As To Form By Date
MHMRA General Counsel

EXHIBIT A

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD:

SERVICE:

SERVICE DESCRIPTION: **Pest Control Services**

PERFORMANCE:

RATE AND RATE DESCRIPTION:

NOT TO EXCEED:

UNITS/ACCOUNT CODE:

PAYMENT DOCUMENTATION: Contractor will submit invoices as rendered.

ATTACHMENT B

**HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS**

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

Contractor _____ **Vendor Identification Number:** _____

Address: _____

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

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Contractor: _____

Address: _____

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

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

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

Percentage amount of contract with subcontractor/Contractor: % _____

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

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER

ATTACHMENT C

DEVIATION FORM

All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet. In the absence of any entry on this Deviation Form, The prospective contractor assures MHMRA of their full agreement and compliance with the Specification, Terms and Conditions including all provisions of the Sample Contract.

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

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

SPEC #	
Section #	
Or Page #	DEVIATION

Company Name

Authorized Signature

Date

ATTACHMENT D

NOTICE “NOT TO PARTICIPATE”

Dear Vendor

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

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

Category(ies): _____

- We have chosen **NOT** to submit a proposal at this time, but would like to remain on your list for this solicitation 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 “Not to Participate” - <PEST CONTROL SERVICES
7011 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ Date: _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED REPLY 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 E

FORM W-9, Rev. October 2007, FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form w-9, Pages 1-4

Attached

Contractors are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Proposal is mailed.

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