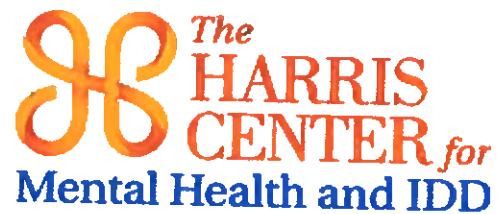


REQUEST FOR QUALIFICATION



AGENCY EXTERNAL AUDITING SERVICES

Project: PUR-FY20-0043

January 2020

**The Harris Center for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, TX 77074**



INVITATION

The Harris Center for Mental Health and IDD is accepting Request for Qualification (RFQ) responses from Vendors for:

Agency External Auditor Services

The Harris Center for Mental Health and IDD invites your firm to submit a RFQ response. If you are interested in submitting a response, please adhere to the *General Instructions and Requirements* as outlined in the enclosed Request for Qualification.

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

In accepting RFQs, The Harris Center reserves the right to reject any, and all, responses, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of The Harris Center, and is not obligated to accept the lowest RFQ response.

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

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

A handwritten signature in black ink that reads "Nina M. Cook". The signature is fluid and cursive.

Nina M. Cook, MBA, CTPM
Director of Purchasing
The Harris Center for Mental Health and IDD

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SECTION I – OVERVIEW

Background and Objectives

It shall be the mission of The Harris Center for Mental Health and IDD, within the resources available, to provide or ensure the provision of services and supports that are as high quality, efficient, and cost effective as possible such that persons with mental disabilities may live with dignity as fully functioning, participating and contributing members of our community, regardless of their ability to pay.

Persons with severe mental illness and substance use disorders should be able to live in homes of their own, develop relationships, work, and remain out of hospitals and criminal justice facilities.

Persons with intellectual and developmental disabilities should be able to acquire the skills and access community resources to develop networks or human relationships, learn, work and live in environments of their choosing.

Children and adolescents with serious emotional disturbances should be able to live in homes with families, develop normal relationships with their peers, attend school, and remain out of hospitals, residential and juvenile justice facilities.

The Harris Center for Mental Health and IDD provides mental health and intellectual and developmental disability services to Harris County residents through four service divisions: Mental Health Outpatient Services, Mental Health Forensic Services, Intellectual and Developmental Disability Services, and the Comprehensive Psychiatric Emergency Program. As the largest provider of mental health and IDD supports in Texas, we served 57,699 individuals in Fiscal Year 2018. In addition, we served over 20,854 people at the Harris County Jail through our contract with the Harris County Sheriff's Office.

The Harris Center is the largest community based provider of clinical services to mental health and IDD consumers in Texas. It maintains operations at over 76 locations throughout all parts of Harris County and operates on an annual budget in excess of \$276 million. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of contract. Our goal is to employ best practices and cost effectiveness.

The Harris Center for Mental Health and IDD invites qualified companies herein after referred to as "Vendor", "Proponent" or "Supplier" to submit RFQs for the Agency External Auditing Services RFQ.

SECTION II – REQUEST FOR QUALIFICATION (RFQ) TIMELINE AND EVENTS

Release of RFQ to Prospective Vendors:	Tuesday, January 14, 2020
Deadline for Vendor Questions:	Tuesday, January 21, 2020 by 5 p.m.
Procurement Deadline to Respond to Questions:	Tuesday, January 28, 2020 by 5 p.m.
Deadline for Submission of RFQ:	Tuesday, February 04, 2020 at 10:00 a.m.
RFQ Opening:	Tuesday, February 04, 2020. A public RFQ Opening will be held immediately following receipt of RFQs at 10:00 a.m., 9401 Southwest Freeway, Houston, Texas 77074
Anticipated Award Date:	Upon recommendation and Board approval

*All times listed in the RFQ are Central Standard Time (CST)

SECTION III - GENERAL INSTRUCTIONS

A. Vendor Submitted Questions

Deadline for Questions from Vendors: Tuesday, January 21, 2020 by COB, 5 p.m.

Deadline for Response to Questions: Tuesday, January 28, 2020 by COB, 5 p.m.

All questions concerning the RFQ specifications must be submitted in writing via fax or email.

James Blunt, CPM, Buyer II

Ofc: (713) 970 - 7116

Fax: (713) 970 - 7682

E-mail: james.blunt@theharriscenter.org

Cc:

Sharon Brauner, C.P.M., Purchasing Manager

Ofc: (713) 970 - 7279

Email: sharon.brauner@theharriscenter.org

B. Submittal Procedure

The Request for Qualification (RFQ), subject to all conditions and specifications attached hereto, **must be signed in INK** by a person or officer of the company submitting the RFQ that is authorized to enter into contractual agreements on behalf of the company. ***RFQ's received unsigned will be deemed non-responsive and therefore will not be accepted.***

Deadline to submit ***"Final RFQ"*** is **Tuesday, February 04, 2020 @ 10:00 a.m. CST**. The original RFQ, signed in ink, five (5) additional photocopies and an electronic copy (saved as one complete pdf on a USB flash drive) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The Harris Center for Mental Health and IDD

Purchasing Department

Attn: James Blunt, Buyer II

9401 Southwest Freeway, Houston, Texas 77074

**"RFQ FOR AGENCY EXTERNAL AUDITING SERVICES -
DO NOT OPEN UNTIL TUESDAY, FEBRUARY 04, 2020 @ 10:00 A.M."**

No Response to this RFQ will be accepted after the stated deadline.

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

Responses shall include all documentation as requested in this Request for Qualification.

C. Request for RFQ Opening

A public Opening will be held immediately following receipt of Request for Qualification on Tuesday, February 04, 2020, at 9401 Southwest Freeway, Houston, Texas, 77074.

D. Non-Discrimination Policy Statement

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

E. Immigration Reform and Control Act

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.

F. References & Experience

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

G. RFQ Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFQ will be made no more than ninety (90) days after the **RFQ DUE DATE**. All interested parties are required to guarantee their RFQ response as an **irrevocable offer valid for One Hundred Twenty (120) days after the RFQ due date**. The Harris Center for Mental Health and IDD in its sole and absolute discretion shall have the right to award for any or all items/services listed in each RFQ, shall have the right to reject any and all RFQs 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 RFQ and shall be allowed to accept the total RFQ of any one vendor.

H. Permits

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

I. 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.

J. Payments

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

K. Price Adjustments

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

L. Historically Under-Utilized Business (HUB)

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

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

M. Minority / Women and / or Disadvantaged Business

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

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

N. Direct or Indirect Assignment

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

O. Form W-9

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

SECTION IV – RFQ STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of RFQs

Any RFQ 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 RFQs must be an irrevocable offer valid for one hundred twenty (120) days after the RFQ opening date.

C. Late Request for RFQ

Any RFQ received after the stated deadline shall be deemed late and will not be considered. All times listed in the RFQ are Central Standard Time (CST).

D. Irregularities in Request for RFQ

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

The Harris Center shall have the right to reject RFQs containing a statement, representation, warranty or certification which is determined by The Harris Center 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.

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 The Harris Center of the RFQ. All responses will be evaluated as a whole in the best interests of The Harris Center.

E. Oral or Web Presentations

Any Vendor that submits a RFQ in response to this request may be required to make an oral presentation or a web presentation for further clarification upon The Harris Center's request.

F. Amendments to the RFQ

If it becomes necessary to revise any part of this 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 email.

G. Availability of the RFQ

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 RFQs considered by The Harris Center shall become the property of The Harris Center and shall not be returned.

I. Notice “Not to Participate” Form

We ask that the prospective contractor(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 “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 D)*

J. Incurred Expenses

The Harris Center shall not be responsible for expenses incurred by a Vendor in the preparation and submission of a RFQ. This provision also includes any costs involved in providing an oral presentation of the RFQ.

K. Deviation Form

Each RFQ shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this *Request for Qualification and Sample Contract*. The purpose of the Deviation Form is to allow a prospective vendor to note any concerns relative to the form or substance of the Request for Qualification or Sample Contract. Please note that the sample and final contract have provisions that are not subject to negotiation. Those provisions are Indemnification, Jurisdiction, Venue and Damage Limitations. Note further, that the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFQ submittals must include an *Evidence of Insurance Certificate*. A Certificate of Insurance will be requested at the time of final contracting if your RFQ is selected. State all deviations in a clear and concise manner. Thereafter, sign the commitment statement notwithstanding any deviations that you submit. The Commitment Statement must be signed by a duly authorized Agent. *(See Attachment C)*

L. Subcontractors

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

M. Term of Contract

This Agreement *initially* is made effective upon date of execution for a one (1) year based period. The Agency at its *option* may renew contract annually for five (5) successive one-year terms. Any subsequent term will begin each successive year unless terminated as stated hereunder.

N. Pricing

Each Vendor shall provide responses to “RFQ Reply” page with their costs detailed as requested.

O. Licensure

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

P. Service Requirements

Work shall be completed in a coordinated manner that will be the least disruptive to the owner's ongoing operation.

Q. Conflict of Interest Provision

The 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 RFQ to compete for the award of such procurement.

R. Texas Public Information Act

All information contained in RFQ packet is subject to the Texas Public Information Act (the Act), located in the Texas Government Code, Chapter 552. Any member of the public, including the news media and competitors, may submit an open records request for the information contained in the RFQ packet. Subject to the Act, Responders may protect trade secret and confidential information from public release. All information the Responder believes to be confidential, a trade secret or proprietary information must clearly mark such information in boldface type and include the word "CONFIDENTIAL", "PROPRIETARY" or "TRADE SECRET" at the top of every applicable page. Responders should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, proprietary information or other confidential documents.

Offerors are cautioned that once a response to a solicitation is opened, all information contained therein will be available to the PUBLIC unless the information is excepted from the requirements of Government Code Section 552 pertaining to Open Records.

The Harris Center for Mental Health and IDD cannot guarantee that it will not be compelled to disclose all or part of any RFQ/Response, since the information deemed to be confidential by the Responder may not be considered confidential under Texas law or pursuant to a court order. In the event The Harris Center receives a request for portions or all of a RFQ/Response packet marked "confidential", "trade secret" or "proprietary", then The Harris Center will forward the request to the office of the Texas Attorney General. The Harris Center will notify the responder whose RFQ is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Responder. Responders are solely responsible for submitting a brief and the documents in issue to the Texas Attorney General. At all times, The Harris Center will comply with the provisions of the Texas Public Information Act as required by State law. The Harris Center must comply with the decision of the Attorney General, including decisions to release information marked "CONFIDENTIAL", "TRADE SECRET" or "PROPRIETARY".

SECTION V – RFQ EVALUATION CRITERIA

Evaluation Criteria

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The Harris Center. Each item has been assessed a percentage upon which the final score will be determined. The following will be significant factors in evaluating RFQs, but the evaluation may not be limited solely to these items when making a final recommendation:

A	Governmental (preferably community MHMR) Experience	40%	Describe any special expertise your firm has in providing external auditing services to not-for-profit or other related organizations.
B	Understanding	15%	Indication that the vendor understands the nature of The HARRIS CENTER services and constraints in providing those services and that the vendor has thoroughly analyzed The HARRIS CENTER's needs and requirements.
C	Professional Competence	10%	Indication that the vendor has a well-defined concept, program structure, ability and capacity for all components of service desired by The Harris Center to handle the scope of work
D	History and References	10%	Provide a brief history and description of your firm, include reputation, experience, size (number of employees) and areas of specialization. References (Names and contact information of clients for whom the respondent has performed projects of a similar type, size and scope).
E	Cost	20%	Cost structure and level of detail provided for any variable costs as well as fixed costs of performing the evaluation. Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.
F.	HUB	5%	Provide verifiable proof of company HUB status in the following procurement categories: constructions, services, (including professional and consulting), and commodities. If you intend to subcontract any portion of a service, complete the HUB Subcontracting Plan Form enclosed in this solicitation.

SECTION VI – SPECIALIZED SERVICES TO BE PROVIDED

SCOPE OF WORK

A. Auditing Roles and/or Requirements

Contractor will audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements.

B. Audit Objectives

Contractor must be capable of expressing opinions as to whether The HARRIS CENTER's financial statements are presented in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness the basic financial statements taken as a whole. The objectives also include:

1. Reporting on internal control related to financial statements compliance with the provision of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
2. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State of Texas Single Audit Circular.
3. The reports on internal and compliance should include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal/state awarding agencies and if applicable pass through entities and is not intended to be and should not be used by anyone other than these specific parties.
4. Audits should be conducted in accordance with U.S. generally accepted auditing standards:

Standards for financial audits contained in:

- Government Auditing Standards, issued by the Comptroller General of the United States
 - Single Audit Act Amendments of 1996
 - Provisions of OMB Circular A-133
 - State of Texas Single Audit Circular
 - Inclusive of tests of accounting records, a determination of major program(s) in accordance with Circular A-133 and State of Texas Single Audit Circular.
 - Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers issued by the Texas Health and Human Services Commission.
5. Contractor will examine, on a test basis, evidence supporting the amounts and disclosures in the financial statements and ensure The HARRIS CENTER for Mental Health and IDD financial statements are free from:
 - Errors
 - Fraudulent financial reporting
 - Misappropriation of assets
 - Violations of laws or governmental regulations that are attributable to The HARRIS CENTER or to acts by management or employees acting on behalf of The HARRIS CENTER for Mental Health and IDD.

Audit must include a test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements.

C. The HARRIS CENTER Management Responsibilities

1. Responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants.
2. Responsible for making all financial records and related information available, including any significant vendor relations in which the vendor has the responsibility for program compliance.
3. Include adjusting the financial statements to correct material misstatements and for confirming that the effects of any uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.
4. Responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Authority and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles
5. Responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing contractor about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements.
6. The HARRIS CENTER will comply with OMB Circular A-133 and the State of Texas Single Audit Circular.
7. A designated qualified management-level individual will be responsible and accountable for overseeing contractor non-attest services.

SECTION VII – RFQ CONTENTS

Title Page:

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

Table of Contents:

All RFQs must include the following information:

- Clear identification of information by section and page.
- A list of three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years) including summary of the scope of the completed project.
- A current “CERTIFICATE OF INSURANCE” must accompany all RFQs. (Evidence of Insurance Certificate)

RFQ:

- Vendor 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 as per the enclosed template in the section marked “RFQ Reply Page”.
- 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 any additional descriptive information about their services which they believe might be helpful.
- All Responses to this RFQ must be submitted with one original and five (5) additional photocopies, and an electronic copy (USB flash drive) and mailed or delivered in a sealed envelope to The Harris Center.

Additional documents to be submitted:

- Vendor must submit a copy of their latest audited financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- A copy of applicable license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.
- 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)
- Signature Page
- Complete Form W-9, <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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

SECTION VIII – RFQ REPLY PAGE/PRICING

REQUEST FOR QUALIFICATIONS
Agency External Auditing Services

RFQ Submitted by: _____

Contract Period:

This Agreement *initially* is made effective upon date of execution for a one (1) year based period. The Agency at its *option* may renew contract annually for five (5) successive one year terms. Any subsequent term will begin each successive year unless terminated as stated hereunder.

If your pricing is government or third party pricing, please provide a copy of your agreement with specific state, federal or local organization. (EX: GSA, DIR, Choice Partners, National IPA, HGAC, Harris County)

(Please submit proposed cost for the contract periods listed below)

FEE/RATE STRUCTURE

HOURLY FEE RATE: _____

OTHER: _____

SECTION IX – SIGNATURE PAGE

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH RFQ/RESPONSE, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL RFQS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST RFQ/RESPONSE AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RFQ/RESPONSE OF ANY ONE VENDOR.

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

_____ Authorized Signature	_____ Vendor's Name
_____ Typed or Printed Name	_____ Number and Street Address
_____ Title	_____ City, State, Zip Code
() _____ Telephone Number	() _____ Fax Number
_____ Email Address	

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

SECTION X - ATTACHMENTS

A. Sample Contract – A sample contract is included for your review (Attachment A). The sample contract included with this RFQ is included as a form of reference only. The final contract may or may not be the same at the time of contracting. All respondents must submit an *Evidence of Insurance (EOI) Certificate*. Please note that the insurance standards of the sample contract reflect the minimum requirements for working with The HARRIS CENTER. The insurance requirements may vary depending on the type of services being provided. Agency shall solely determine the required policy types and limits pursuant to underwriter or state requirements. Upon award of the contract resulting from this RFQ, the Contractor must be able to meet all minimum insurance requirements, and provide a *Certificate of Insurance* to meet the requirements of the approved and accepted contract. Additionally, The Harris Center must be listed as an *Additional Insured* on the *Certificate of Insurance*, along with the proper and required subrogation provision(s). Failure to purchase and maintain the required insurance may result in termination of the contract process. Required insurance must remain in full force and effect throughout the duration of the contract.

As an *Agency of the State*, The HARRIS CENTER does not indemnify or limit damages. Jurisdiction lies in Texas and venue shall be in Harris County.

B. HUB Subcontracting Plan (Historically Underutilized Business)

C. Deviation Form

D. Notice “Not to Participate” Form

E. W-9

SAMPLE

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT ("Agreement") is entered into and made effective on this _____ day of _____, 2019 by and between The Harris Center for Mental Health and IDD, (formerly known as MHMRA of Harris County)(the "Agency" or "The HARRIS CENTER") a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, and _____ ("Contractor"), with offices at _____ Houston, Texas _____, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

I. RECITALS

WHEREAS, Agency is the state designated Local Mental Health Authority or Community Center established to provide, arrange for, and coordinate Mental Health and Intellectual Developmental Disabilities ("IDD") 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 _____ 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:

II. PERSONNEL

The Agency staff member authorized to approve billing is _____ Chief/Vice President or Executive Staff of _____. The Agency staff member responsible for overseeing this Agreement is _____, Chief/Vice President or Executive Staff of _____.

III. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

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.

SAMPLE

IV. OBLIGATIONS OF CONTRACTOR

1. SERVICES _____ services to be provided by Contractor Agency wide and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit "A" as attached hereto and incorporated herein as if fully set out.

2. QUALIFICATIONS. Contractor will comply with relevant Texas Health and Human Services Commission ("HHSC") rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications.

3. AGENCY APPROVAL OF CONTRACTOR PERSONNEL. Contractor agrees not to subcontract 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. 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. 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.

7. CONTRACTOR'S GOVERNING BODY. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.

8. INVOICE REQUIREMENTS

Invoices or claim forms for payment must be submitted by the fifth (5th) calendar day of the month *following* the month in which the services were rendered. All invoices or claim form **must be received no later than forty-five (45) calendar days** after the end of the month in which services were rendered. Invoices or claim forms that are received later than forty-five (45) days after the end of the month in which the services were rendered will not be paid. Invoices or claims must be submitted in the following manner:

- (a) Invoice(s) must be submitted in **DUPLICATE**;
- (b) Invoice(s) must include a purchase order number. The PO number will be forwarded to Contractor upon full execution of the contract.
- (c) Send original invoice(s) to the Agency staff member authorized to approve billing.
- (d) Mark the second copy as **DUPLICATE** and send to Accounts Payable at the following address or by

SAMPLE

The HARRIS CENTER for Mental Health and IDD
P.O. BOX 25381
Houston, Texas 77265
Attention: Accounts Payable
Fax (713) 970-7681

9. CONTRACTUAL ABEYANCE OR BAR AND DISCLOSURE

Contractor certifies that the Contractor and all Subcontractors are not held in abeyance or barred from an award of federal or state contracts at the time of executing this Agreement. Contractor must notify Agency if Contractor is now or later held in abeyance or barred from an award of a federal or state contract during the term of this Agreement.

V. RECORDS, CONFIDENTIALITY AND ACCESS

1. DISCLOSURE UNDER THE PUBLIC INFORMATION ACT

The HARRIS CENTER is an Agency of the State and a unit of government and is subject to the Texas Open Record Act, Chapter 552 of the Texas Government Code. The Agency operating under the Public Information Act is required upon written request to release information regarding Contractor which may include Contractor information or other documents. Information deemed confidential and proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Texas Attorney General's Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Agency from any duty, responsibility, or liability with regard to the release of any information delivered to the Agency by Contractor.

2. RECEIPTS AND RECORDS

Contractor must retain all financial records, supporting documents, statistical records, and any documents pertinent to the Agreement until seven (7) years after termination of this contract or until any audits, in progress at the end of the seven (7) year period, are complete, whichever is later. Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as any other financial and/or supporting documents or statistical records.

3. CONFIDENTIALITY OF RECORDS OF INDIVIDUALS SERVED BY THIS AGREEMENT

Contractor agrees to comply with all applicable State Confidentiality laws, Health Insurance Portability and Accountability Act regulations including the Business Associate Attachment (Exhibit) if applicable to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Security and Privacy Rule (45 CFR Parts 160 and 164) and HITECH ACT, Public Law 111,005, and Substance Abuse 42 CRF Part II as outlined below:

- (a) Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Agency that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
- (b) Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
- (c) Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term "client identifying information" and/or "protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any

SAMPLE

acknowledgment that a person is or has received services at the facility, center, or other designated Contractor.

- (d) Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Agency of any attempts to gain access to information pertaining to clients.
- (e) Contractor agrees to report to Agency any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.
- (f) Contractor agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures or those of Agency used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractor's compliance with the Privacy Rule.

4. CONTRACTOR MONITORING AND ACCESS. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.061(a), 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.

5. STATE AUDIT. In compliance with Section 2262.154, Texas Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, and hereinafter amended; Agency and the Contractor do hereby agree that:

- (a) The Comptroller's office 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 the audit or investigation.

VI. INDEMNIFICATION

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 pursuant to this Agreement.

VII. 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 as attached as Exhibit A in an amount not to exceed _____ for the Agency fiscal year 2020.

(b) Payment amount will be based on a monthly invoice, which shall reflect a detailed description of services provided by the Contractor and as approved by the Agency employee authorized to approve billing(s) as set forth above. Payment shall be made forty-five (45) days after receipt of goods, services, or invoice, whichever is latest.

SAMPLE

Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. The HARRIS CENTER retains the right to offset payments for prior invoices that were paid and later found to be deficient in any manner.

(c) *This Agreement is at all times contingent upon the approval of the Agency's Board of Trustees or HHSC and the availability and receipt of state or federal funds, and if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Agency.*

2. FRANCHISE TAX.

If Contractor is a corporation and is at the time of contracting or later 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.

3. CONTRACT RATE CHANGE. If Contractor's contracted rates change during the period of the Agreement, the Contractor will be notified in writing and the Agreement will be amended to reflect such changes.

4. OVERPAYMENT. IN THE EVENT CONTRACTOR RECEIVES OVERPAYMENT FOR SERVICES PROVIDED. CONTRACTOR AND AGENCY AUTHORITY MUTUALLY AGREE THAT SUCH IDENTIFIED OVERPAYMENT WILL BE DEDUCTED IN TOTAL FROM THE NEXT MONTH'S REIMBURSEMENT UNLESS OTHERWISE AGREED UPON IN WRITING BY THE AGENCY.

VIII. INSURANCE

(1) 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 IT'S specified coverage and limits, as required by the Agency at the time of executing the agreement, 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.

The limits represent the minimum required coverage limits for this type of contract but if either party later determines that an increase in coverage is required, the parties agree to provide with written notice to the other party to request a revised Certificate of Insurance.

(a) Commercial General Liability

General Aggregate	\$ __,000,000
Each Occurrence	\$ __,000,000

(b) Professional Liability

General Aggregate	\$ __,000,000
Each Occurrence	\$ __,000,000

(c) Business Automobile if transporting our consumers.

Combined Single Limit Bodily Injury and Property Damage	\$500,000
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SAMPLE

(d) 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

(2) **INSURED PARTIES**

All policies **excluding professional liability, employer's liability and worker's compensation** shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements during the term of this Agreement.

(3) **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.

(4) **PRIMARY AND NON-CONTRIBUTORY WORDING**

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.

(5) **PROOF OF INSURANCE**

The policies, coverage and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an **Additional Insured party (excluding professional liability or employer's liability)** 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.

(6) **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.

IX. 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:

Chief Executive Officer
The HARRIS CENTER for MH and IDD
PO Box 25381
Houston, Texas 77265-5381

With a copy to:

Director of Contracts, Contracts Dept.
The HARRIS CENTER for MH and IDD
PO Box 25381
Houston, Texas 77265-5381

SAMPLE

If to Contractor:

Name
Address
Suite _____
Houston, Texas 77_____

X. TERM AND TERMINATION

(1) **TERM.** This Agreement is made effective from DATE, 2019 until August 31, 2020, the end of the Agency fiscal year. In the event the Agency and Contractor are still negotiating, preparing, and/or reviewing the services or Contractor for renewal on the August 31, 2020 termination date, this Agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Agency's Board of Trustees whichever comes first.

(2) **IMMEDIATE TERMINATION.** Agency may terminate this Agreement immediately if:
Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;

- (a) 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, if applicable;
- (b) Contractor has become ineligible to receive Agency funds;
- (c) Contractor has its Texas license or certification suspended or revoked; if applicable
- (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) If the Contractor is noncompliant pursuant to Access, Program Standards, Insurance and/or Financial requirements of this Agreement.

(3) **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.

(4) **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

(5) **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.

(6) **TERMINATION DUE TO BREACH OF CONFIDENTIALITY STATE AND FEDERAL RULES AND LAWS.** The Agency shall have the right to terminate this Agreement in the event that it becomes aware of a material breach by Contractor of the Agency's Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule.

SAMPLE

(7) **RENEWAL OPTIONS.** The Agency at its *option* may renew contract annually for four (4) successive one year terms at rate fees specified in Exhibit A attached herein and incorporated by reference as if fully set out. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated herein; subject to annual appropriation.

XI. MISCELLANEOUS PROVISIONS

(a) **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 Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

(b) **BUSINESS ETHICS.** During the course of pursuing contracts, and the course of contract performance, the Agency 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 Agency 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 the Agency of the possible violation.

(c) **CHILD SUPPORT.** Contractor shall certify that contractor or offeror is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006. This provision also applies to a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest in at least 25%.

(d) **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.

(e) **CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES.** Effective as of January 1, 2016, as hereinafter modified pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This applies to any Agency contract with a "Not to Exceed" value of \$50,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply to an institution of higher education. For more information see https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm.

(f) **LOBBYING AND POLITICAL ACTIVITY.** Contractor shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.

SAMPLE

(g) **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.

(h) **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.

(i) **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).

(j) **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 in accordance with Chapter 10, Texas Government Code §2260.

(k) **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference as if fully set out.

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

(m) **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.

(n) **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.

SAMPLE

THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER 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 INTO THIS AGREEMENT AND BIND THE CONTRACTOR AND REPRESENTATIVE ENTITY TO THE TERMS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO.

CONTRACTOR

Printed/Typed Name
Title

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

REVIEWED:

Silvia Tiller, Esq., Director of Contracts

Chief/Vice President, Title

APPROVED AS TO FORM

Kendra Thomas, General Counsel

SAMPLE

EXHIBIT A

CONTRACTOR:

CONTRACT ID:

CONTRACT PERIOD:

This Agreement *initially* is made effective upon date of execution for a one (1) year based period. The Agency at its *option* may renew contract annually for five (5) successive one-year terms. Any subsequent term will begin each successive year unless terminated as stated hereunder.

SERVICE:

SERVICE DESCRIPTION:

Contractor will provide _____

**PERFORMANCE
TARGETS:**

RATE AND DESCRIPTION:

See Attached Exhibit A1.

NOT TO EXCEED:

To be determined

UNIT(S) INVOLVED:

0000 - 000000

PAYMENT DOCUMENTATION:

Contractor will submit invoices for services, due by 5th working day of each month, for previous month in accordance with § 9 a, b, c and d for approval.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
SAMPLE			

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ATTACHMENT B ADD ADDITIONAL PAGES AS NECESSARY

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: ____ - ____ - ____ RFQ Number: _____ Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

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

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

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

Percentage amount of contract with subcontractor/supplier: % _____

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

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER

ATTACHMENT C

DEVIATION FORM

Commitment Statement

As a prospective contractor and representative Agent of _____
(Company Name) I hereby state my commitment to comply with all the Contract terms, conditions
or specifications contained in the RFQ and proposed Contract. (ATTACHMENT C)

**THIS COMMITMENT STATEMENT MUST BE SIGNED BY THE PROSPECTIVE
CONTRACTOR WHETHER THERE ARE DEVIATIONS LIST OR NOT, AND SUBMITTED
WITH THIS RESPONSE**

DEVIATION	
SPEC # Section # Or Page #	

Company Name

Authorized Signature

Date

ATTACHMENT D

NOTICE "NOT TO PARTICIPATE" FORM

Dear Supplier

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

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

Category(ies): _____

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

Reason(s): _____

- Please REMOVE our name from all The Harris Center lists until further notice.**

Reason(s): _____

Company Name: _____

Representative: _____

Please Print

Address: _____ **Phone ()** _____

E-mail: _____ **Fax ()** _____

PLEASE RETURN THIS FORM ONLY TO:

**The Harris Center for Mental Health and IDD
Purchasing Department
Notice "Not to Participate"—AGENCY EXTERNAL AUDITORS SERVICES RFQ
9401 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

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

Thank you for your time and assistance.

ATTACHMENT E

**FORM W-9, Rev. October 2018, REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 6
Attached**

**Suppliers are to complete this form and submit with their RFQ documents. Go to attached
link for W-9, if Solicitation was emailed.**

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