



INVITATION

The Harris Center for Mental Health and IDD is accepting Proposals from Vendors for:

Mobile Medical Vehicle (New, Stock, Preowned, or Refurbished)

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

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

In accepting Proposals, The Harris Center reserves the right to reject any and all Proposals, 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 proposal.

At the time and place established for receipt of the Proposals, 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 Proposals, 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.

The Harris Center for Mental Health and IDD
Purchasing Department

REQUEST FOR PROPOSAL



MOBILE MEDICAL VEHICLE (NEW, STOCK, PREOWNED, OR REFURBISHED)

Project: FY23-0256

December 2022

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

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SECTION I – OVERVIEW

Background and Objectives

It shall be the Mission of The Harris Center for Mental Health and IDD, to transform the lives of people with behavioral health and IDD needs.

It shall be the Vision of The Harris Center for Mental Health and IDD, to empower people with behavioral health and IDD needs to improve their lives through an accessible, integrated and comprehensive recovery oriented system of care.

The Eight Values of the Harris Center for Mental Health and IDD are collaboration, compassion, excellence, integrity, leadership, quality, responsiveness and safety.

The Harris Center is the state-designated Local Mental Health Authority and Local Intellectual and Developmental Disability (IDD) Authority serving Harris County, Texas. As the largest behavioral and developmental disability care center in Texas, The Harris Center provided care to over 90,000 people in fiscal year 2021 and has an annual budget of over \$280 million.

As part of its mission to transform the lives of people with behavioral health and IDD needs in the third largest county in the United States, The Harris Center provides a full continuum of services at 88 different sites across Harris County. In addition, services are provided in more than 42 different languages as well as sign language in order to better serve what is one of the most diverse and multi-cultural communities in the nation.

By utilizing the unique expertise of its more than 2,500 employees, The Harris Center is committed to meeting the behavioral health and IDD needs of Harris County residents and giving them hope to live to their fullest potential.

The Harris Center is now a Certified Community Behavioral Health Clinic (CCBHC). This accomplishment helps pursue our goal to become the most innovative health system in the country. Being a CCBHC enables The Harris Center to better provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals.

As a key goal of our Agency's Strategic Plan to continuously improve our care quality, we worked tirelessly to achieve Certification by the Commission on Accreditation of Rehabilitation Facilities (CARF). This accreditation is official recognition that an organization is guided by internationally recognized service standards and best practices. The Harris Center received a 3-year accreditation from CARF International for all the programs surveyed.

The Harris Center for Mental Health and IDD invites qualified companies herein after referred to as "Vendor", "Proponent" or "Supplier" to submit proposals for **Mobile Medical Vehicle (New, Stock, Preowned, or Refurbished)**

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

Release of RFP to Prospective Vendors:	Tuesday, December 27, 2022
Deadline for Questions:	Tuesday, January 3, 2023, by 5:00 p.m.
Deadline to Respond to Questions:	Tuesday, January 10, 2023, by 5:00 p.m.
Deadline for Submission of RFP:	Tuesday, January 17, 2023, at 11:00 a.m.
Proposal Opening:	Tuesday, January 17, 2023, A public Proposal Open will be held immediately following receipt of RFP's at 11:00 a.m., 9401 Southwest freeway, Houston, Texas 77074
Anticipated Award Date:	Upon recommendation and Board approval

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

SECTION III - GENERAL INSTRUCTIONS

A. Vendor Submitted Questions

Deadline for questions from Vendors: Tuesday, January 3, 2023, by 5:00 p.m., close of business

Deadline for Response to Questions: Tuesday, January 10, 2023, by 5:00 p.m.

All questions concerning the RFP specifications must be submitted in writing via fax and email.

Rosalind Armstrong, Buyer II

Ofc: 713-970-7351

Fax: 713-970-7682

Email: Rosalind.Armstrong@theharriscenter.org

cc

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

Ofc: 713-970-7279

Email: Sharon.brauner@theharriscenter.org

B. Submittal Procedure

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

Deadline to submit ***“Final Proposal”*** is **Tuesday, January 17, 2023 @ 11:00 a.m. CST**. The original RFP, signed, five (5) additional photocopies and an electronic copy (saved as one complete pdf on a USB flash drive) should be submitted **via email or delivered in a SEALED ENVELOPE to the attention of:**

The Harris Center for Mental Health and IDD

Purchasing Department

Attn: Rosalind Armstrong, Buyer II

9401 Southwest Freeway, Houston, Texas 77074

Mobile Medical Vehicle

(New, Stock, Preowned, or Refurbished)

DO NOT OPEN UNTIL Tuesday, January 17, 2023 @ 11:00 A.M.”

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

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

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

C. Request for Proposal Opening

A public Opening will be held immediately following receipt of Request for Proposal on Tuesday, January 17, 2023, 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 Proposal three (3) client references where interested party has provided services that pertain to the size and scope of this project (within the last five (5) 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. RFP Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFP will be made no more than ninety (90) days after the **RFP DUE DATE**. All interested parties are required to guarantee their RFP response as an **irrevocable offer valid for One Hundred Twenty (120) days after the RFP 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 RFP response, shall have the right to reject any and all RFP Responses 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 RFP response and shall be allowed to accept the total RFP response 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 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 ensure 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 proposal prices for the term of the contract period.

L. Historically Under-Utilized Business (HUB)

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

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

M. Minority / Women and / or Disadvantaged Business

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

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 Proposal documents. (**Attachment E**)

SECTION IV – PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

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

C. Late Request for Proposal

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

D. Irregularities in Request for Proposal

Except as otherwise stated in this Request for Proposal, evaluation of all responses will be based solely upon information contained in the Vendor's response to this RFP. The Harris Center shall not be held responsible for errors, omissions or oversights in any Vendor's response to this RFP. 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 RFP responses 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 RFP response.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by The Harris Center of the RFP. 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 an RFP 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 RFP

If it becomes necessary to revise any part of this RFP response 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 Proposal

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

H. Retention of Proposals

All RFP responses 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 Proposal invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFP complete the “Not to Participate” form. Vendors who respond to this RFP 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 RFP response This provision also includes any costs involved in providing an oral presentation of the RFP response.

K. Locations

The Harris Center has various locations throughout Harris County.

L. Deviation Form

Each proposal shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this *Request for Proposal*. 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 Proposal. However, All RFP submittals must include an *Evidence of Insurance Certificate*. A Certificate of Insurance will be requested at the time of final contracting if your RFP response 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)**

M. Subcontractors

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

N. Pricing

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

O. Licensure

The Vendors shall submit, with their RFP response, 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. 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 RFP for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

Q. Texas Public Information Act

All information contained in proposal 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 proposal packet. Subject to the Act, Proposers may protect trade secret and confidential information from public release. All information the proposer 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. Proposers 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 proposal/RFP, since the information deemed to be confidential by the Proposer 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 proposal/RFP 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 proposer whose proposal is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Proposer. Proposers 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 – RFP 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 proposals, but the evaluation may not be solely limited to these items when making a final recommendation:

A.	Overall understanding and Response 10%	Response of written Proposal based on the specifications provided.
B.	Vendor Qualifications 10%	Contractor is evaluated to determine if it can provide the necessary goods or services to the standards that The Harris Center requires.
C.	Timeline 30%	Period of time to deliver finished vehicle to The Harris Center.
D.	Past Performance History 20%	Document the ability and history of successfully completing a request of this type, meeting projected deadlines.
E.	Cost 30%	Total cost of Proposal will be evaluated.

Not all evaluation factors are equal in importance, and each factor will be weighed during the evaluation process in accordance with its importance to The HARRIS CENTER.

SECTION VI – RFP CONTENTS

Title Page:

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

Table of Contents:

All Proposals must include the following information:

- Clear identification of information by section and page.
- A list of three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last five (5) years) including summary of the scope of the completed project.
- A current “CERTIFICATE OF INSURANCE” must accompany all Proposals. (Evidence of Insurance Certificate).

Proposal:

- 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 “**RFP 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 RFP may be emailed or submitted with one original and five (5) additional photocopies, and an electronic copy (USB flash drive) and mailed or handed delivered in a sealed envelope to The Harris Center.

Additional documents to be submitted:

- Vendor must submit a copy of their latest 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 VII – SPECIALIZED SERVICES TO BE PROVIDED

SCOPE OF WORK

The Harris Center for Mental Health and IDD (The Harris Center) invites qualified companies herein after referred to as “contractor” or “vendor” to submit Proposals for **MOBILE MEDICAL VEHICLE (NEW, STOCK, PREOWNED, OR REFURBISHED)**. Contractor shall provide pricing for **MOBILE MEDICAL VEHICLE (NEW, STOCK, PREOWNED, OR REFURBISHED)**

A. The HARRIS CENTER seeks offers for one (1) fully equipped Mobile Medical Clinic (MMC), for patients in medically underserved Areas. The Harris center is currently accepting RFP responses to procure, design, outfit and deliver one (1) new, stock, preowned, or refurbished mobile medical clinic for medical services. The model can be new, stock, preowned, or refurbished (not older than 2020 with less than 100,000 miles with warranty or extended warranty bumper to bumper to include powertrain that can be serviced locally in Houston) will be accepted by The Harris Center. The vendor shall work with The Harris Center to submit a Texas Department of Transportation application for title and registration statement of vehicle sale. The scope of this project includes all design, construction, equipment, and delivery of the mobile clinic. The completed unit shall meet all applicable documents, publications, and standards in effect at the time of manufacture.

Note: Vehicle Description: The following descriptions for Length, Capacity, Engine, Chassis, Body Equipment, and Internal Options are examples, therefore, you have latitude to modify as needed to provide an efficient mobile wellness vehicle that can serve patients in the community. You can also offer different models and frameworks that would be associated with different price points. Substitutions can be proposed as alternatives if they cover the specifications outlined below- document all alternatives in the Deviation Page, see page 28.

Provide pricing for a 23’to a 26’ Mobile Medical Vehicle (New, Stock, Preowned, or Refurbished)

SPECIFICATIONS:

Total Length: 23' to 26'

Chassis: Ford E350 or any alternative that is stable and capable to handle the weight and framework of mobile medical vehicle

Capacity: minimum of 1 Passenger & Driver or more

Body: Mobile Medical Clinic

Engine: 7.3L V8 Gas or alternative

Example of Chassis Equipment:

- Ford E-350 7.3L Premium V8 Gas Engine
- 12,500 GVWR
- 6 Speed Automatic Transmission
- 225/75R16E Tires
- 50 State Emissions
- Cruise Control
- Rearview Mirror
- Dual Batteries
- 40 Gallon Fuel Tank
- Daytime Running Lights
- AM/FM Clock Radio w/4 Speakers

Body Equipment:

- Welded Tubular Steel Cage
- Welded Perimeter Steel Floor Frame Supported by Reinforced Crossmembers
- Steel Track Mounted in Floors & Sidewalls
- Steel Wheel Well Pans
- Drive Shaft Guard
- Rear Mud Flaps
- Steel Cage Primed with Rust Inhibitor
- Underbody Foam Sealed & Undercoated
- 5/8" Advantech Subfloor
- One Piece Pre-Molded Fiberglass Aerodynamic Top
- Fiberglass Rear Cowl & Fiberglass Composite Exterior Sidewalls
- Contoured Fiberglass Lower Body Skirts
- Steel Reinforced Fiberglass Rear Bumper
- 1" Polystyrene Foam Board Insulation
- LED Stop/Tail/Turn Lights
- Red Reflectors (2 Side, 2 Rear)
- LED Running & Clearance Lights (9 Red & 7 Amber)
- Backup Lights & LED License Plate Lights
- LED High Mounted Centered Rear Brake Light
- Velvac Manual Exterior Mirrors (L & R)
- 3" Convex Spot Mirrors (L & R)
- Small Storage Compartment in Front Bulkhead
- Ceiling Dome Lights
- OEM Rubber Floor Mat in Cab
- 12V Electrical Fuse Panel
- Color-Coded High Temp GXL Wiring Harness w/Weatherproof Connectors
- OEM Dash A/C & Heat Standard
- OEM Interior Rear View Mirror
- FRP Interior Sidewalls
- Vinyl-Covered Front & Rear Bulkheads

Other Internal Options:

- (2) Coat Hook
- Hand Sanitizer dispenser
- Sharps Disposable System
- First Aid Kit - 24 Unit
- Paper Towel Dispenser
- Curtain Track
- Cab Privacy Curtain 47X64
- Triangle Reflectors
- Key Lock Box
- Accucold Medical Grade Refrigerator 5.5 cu ft
- Check In Desk with Desk Chair
- Waiting Area Bench
- Exam Bench
- Curtain Hold Back Strap
- Wheel Liners Stainless Steel E350/450 w/Valve Ext.
- Full Wheel Alignment - Castor & Camber
- 5 Lb. Extinguisher 3A 40 BC
- Portable sink (Not required- but, if possible, for hand washing)

SOLUTION:

- A. DESIGN AND SUBILITY-** Provide proposed solution that best meets The Harris Center's needs per the RFP requirements. Please provide the following for each mobile medical clinic proposal you include with your submittal:
- Complete description of the vehicle chassis.
 - Drawings for the outside of the vehicle as seen from each side, front and back.
 - Drawings of the proposed interior layout showing all listed items.
 - Note any proposed variance from The Harris Center stated specifications.
 - Provide a timeline indicating proposed delivery date
- B. WARRANTY AND WARRANTY-** The vendor is to provide copy of written warranty information, to include but not limited to:
- Air Conditioner
 - Basic vehicle
 - Body structure
 - Corrosion perforation
 - Chassis
 - Drivetrain
 - Emissions
 - Frame/cross member perforation
 - Generator
 - Noise Emissions
- C.** Fully describe all vehicle, material and labor warranties included with the proposal.
- D.** Describe how warranty repairs to the mobile medical clinics will be completed. (Location, process, timeline, etc.).
- E.** Describe how post warranty repairs to the mobile medical vehicle will be completed, if different from warranty repairs.
- F. WARRANTY, MAINTENANCE AND REPAIRS** All vendor and manufacturer warranty information must be provided. If applicable, vendors should also provide options and cost for any extended warranty they offer and the nearest authorized service location(s) for warranty service including the name of the dealership, address, and phone.
- G. DELIVERY AND TRAINING**
Delivery of the finished vehicle to The Harris Center for Mental Health and IDD on-site training by the vendor personnel, shall be provided at the vendor's expense and shall include any additional training required within thirty (30) days after initial training.
- H. VEHICLE BASE**
Mobile Medical Clinic as specified including Standard Equipment. Excluding any applicable taxes, licenses, or registration fees. Includes extensive orientation, in-service training, and delivery to Customer Location. Vehicle Shall Meet or Exceed All Federal Motor Vehicle Safety Standards (FMVSS) Applicable to Multi-Purpose Passenger Vehicles (MPV's) Vehicle Shall Conform to The Health and Safety Criteria Encompassed in The American National Safety Institute (ANSI) Standard No. 119.2 And the National Electric Code ANSI/NFPA No. 70.

SECTION VIII – RFP REPLY PAGE/PRICING

**MOBILE MEDICAL VEHICLE
(NEW, STOCK, PREOWNED, OR REFURBISHED)
PROPOSAL OPENING: TUESDAY, JANUARY 17, 2023, 11:00 A.M.**

Submitted by: _____

Pricing Requirements

(If your pricing is Government/County pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, BUY BOARD, HGAC, TXMAS, TCPN, Harris County).

ITEM NO.	DESCRIPTION	MANUFACTURER/ MODEL	MODEL YEAR	DELIVERY (Days after receipt of order)	TOTAL PRICE
I.	23'-ft Mobile Medical Clinic/ Chassis				\$
II.	24'-ft Mobile Medical Clinic/ Chassis				\$
III.	25'-ft Mobile Medical Clinic/ Chassis				\$
IV.	26'-ft Mobile Medical Clinic/ Chassis				\$

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 RFP/PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST RFP/PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RFP/PROPOSAL OF ANY ONE VENDOR.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE RFP/PROPOSAL 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

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

SECTION X - ATTACHMENTS

- A. Professional Service Contract (SAMPLE)**
- B. HUB Subcontracting Plan (Historically Underutilized Business)**
- C. Deviation Form**
- D. Notice “Not to Participate” Form**
- E. W-9**

ATTACHMENT A SAMPLE AGREEMENT

SAMPLE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT (“Agreement”) is entered into and made effective on the day of full execution by and between The Harris Center for Mental Health and IDD, (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” or “Consultant), with offices at _____, for the purpose of providing specialized services.

DISCLAIMER: The Harris Center for Mental Health and IDD is a governmental entity. As the Local Mental Health Authority for the State of Texas, we are providing standard terms and conditions. THIS IS NOT INTENDED TO BE A CONTRACT.

TERM AND TERMINATION

A. TERM. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (“Effective Date”). This Agreement shall renew annually and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement. In the event the Agency and Contractor are still negotiating, preparing, and/or reviewing the services or Contractor for renewal on the August 31, 2023, 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.

B. IMMEDIATE TERMINATION. Agency may terminate this Agreement immediately if:

- i. Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
- ii. 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;
- iii. Contractor has become ineligible to receive Agency funds;
- iv. Contractor has its Texas license or certification suspended or revoked; if applicable
- v. In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
- vi. If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
- vii. If the Contractor is noncompliant pursuant to Access, Program Standards, Insurance and/or Financial requirements of this Agreement.

C. 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.

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

E. 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.

F. 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 state and federal confidential regulations and laws.

OBLIGATIONS OF THE AGENCY

A. PAYMENT.

i. In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor in accordance with the amount not to exceed _____ Dollars (\$ _____) for the Agency fiscal year 2023.

ii. Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a contract or purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts or purchase orders issued between the parties. The purchasing party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery and originating party does not accept responsibility or liability for the performance of any vendor. The originating contracting Party does not represent or warrant the quality or capability of the vendor and is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

iii. This Agreement is always 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.

B. 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.

C. 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.

OBLIGATIONS OF CONTRACTOR

A. PURCHASE. The Purchaser is entitled to make purchases under this Agreement, to be provided by Contractor, where such services shall be delivered, rendered or as set forth in Exhibits "A" as attached hereto and incorporated herein as if fully set out.

B. 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.

C. 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.

D. REPRESENTATIONS.

i. Contractor represents and warrants that it is not currently an employee of the Agency.

ii. 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.

E. IMMIGRATION REFORM AND CONTROL ACT. Contractor agrees to maintain appropriate identification and employment eligibility documents and complete an I-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

F. 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.

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

H. INVOICE REQUIREMENTS. Invoices 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 must be received no later than forty-five (45) calendar days after the end of the month in which services were rendered. Invoices 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 must be submitted in the following manner:

- i. Invoice(s) must be submitted in DUPLICATE;
- ii. Invoice(s) must include a purchase order number. The PO number will be forwarded to Contractor upon full execution of the Agreement.
- iii. Email invoice(s) to the Agency staff member authorized to approve billing.
- iv. Mark the second copy as DUPLICATE and send to AP@TheHarrisCenter.org

I. 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.

RECORDS, CONFIDENTIALITY AND ACCESS

A. 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.

B. 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.

C. 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 CFR Part II as outlined below:

- i. 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.
- ii. 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.
- iii. 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 acknowledgment that a person is or has received services at the facility, center, or other designated Contractor.
- iv. 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.
- v. 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.
- vi. 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.

D. 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:

- i. 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;
- ii. 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
- iii. 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.

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.

INSURANCE

A. POLICIES, COVERAGES, AND ENDORSEMENTS. Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with 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.

i. Commercial General Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

ii. Professional Liability	
General Aggregate	\$3,000,000
Each Occurrence	\$2,000,000

iii. Business Automobile	
Combined Single Limit Bodily Injury and Property Damage	\$2,000,000

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

B. INSURED PARTIES. All policies 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.

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. 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.

E. 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.

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.

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.

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. FORCE MAJEURE. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, epidemic, pandemic, Governmental authority, order, requisition or necessity of the government, or specific cause beyond the reasonable control and not attributable to the Party's neglect or nonfeasance, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

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.

O. CONFLICT. In the event In the event of a conflict between the Exhibit A1 and this Agreement, the latter shall prevail.

[SIGNATURE PAGE TO FOLLOW]

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 NAME

Name Date
Title

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Wayne Young, MBA, LPC, FACHE Date
Chief Executive Officer

Reviewer Initials _____ and _____

APPROVED AS TO FORM

Kendra Thomas, JD, LPC Date
General Counsel

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

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

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

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

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

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

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

Percentage amount of contract with subcontractor/supplier: % _____

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

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 RFP 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 Proposal at a later date:**

Category(ies): _____

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

Reason(s): _____

- Please REMOVE our name from all 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”–MOBILE MEDICAL VEHICLE (NEW, STOCK,
PREOWNED OR REFURBISHED)
9401 Southwest Freeway
Houston, Texas 77074**

Authorized Signature: _____

Title: _____ **Date:** _____

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

Thank you for your time and assistance.

ATTACHMENT E

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

Form W-9, Pages 1 – 6

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

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