Request For Qualification

The HARRIS CENTER for Mental Health and IDD

Agency Wide Appraisal Services

February 2019

PROJECT # 19/0016

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, Texas 77074
INVITATION TO INTERESTED AGENCY WIDE APPRAISAL SERVICE PROVIDERS

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) is seeking a pool of contractors qualified and capable of providing AGENCY WIDE APPRAISAL SERVICES. The successful vendor(s) will be expected to provide Agency Wide Appraisal Services for The HARRIS CENTER for Mental Health and IDD on an as needed basis.

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

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

In accepting responses to this request, The HARRIS CENTER for Mental Health and IDD reserves the right to reject any and all responses to this RFQ, 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 for Mental Health and IDD.

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

Nina M. Cook, MBA, CTPM, CPPB
Director of Purchasing
The HARRIS CENTER for Mental Health and IDD
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SECTION 1 OVERVIEW

BACKGROUND AND OBJECTIVES

Agency Mission Statement

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), within the resources available, is to provide or ensure the provision of services and supports in a respectful fashion that are high quality, efficient, and cost effective such that persons with mental disabilities may live with dignity as fully functioning, participating, and contributing members of our community as possible, regardless of their ability to pay or third party coverage.

• Persons with severe mental illness should be able to live in homes of their own, develop relationships, work, and remain out of hospitals and jails.
• Persons with intellectual or developmental disabilities should be able to acquire the skills and access community resources to develop networks of human relationships, learn, work, and live in environments of their choosing.
• Children and adolescents with serious emotional disturbance should be able to live in homes with families, develop normal relationships with their peers, attend school, and remain out of hospitals and juvenile justice facilities.

THE HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately fifty-two (52) thousand Harris County residents each year.

THE HARRIS CENTER is the largest community based provider of clinical services to individuals with intellectual or development disabilities in the State of Texas. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of $276 million. The Agency has fixed pricing budgets and our goal is to employ best practices and cost effectiveness.

The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), invites interested and qualified vendor(s)/firm(s) to respond to this RFQ for the provision of AGENCY WIDE APPRAISAL SERVICES. The successful vendor(s)/firm(s) will be expected to provide Agency Wide Appraisal Services for The HARRIS CENTER for Mental Health and IDD (formerly MHMRA of Harris County), on an as needed basis.
### RFQ TIME LINE OF EVENTS

#### “DATE SENSITIVE MATERIAL”

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFQ to Prospective Firms of Service</td>
<td>Tuesday, March 19, 2019</td>
</tr>
<tr>
<td>Deadline to Receive Questions From Prospective Firms</td>
<td>Tuesday, March 26, 2019 by 5:00 P.M.</td>
</tr>
<tr>
<td>Response to Questions from Project Team</td>
<td>Tuesday, April 2, 2019 by 5:00 P.M.</td>
</tr>
<tr>
<td>RFQ Deadline (Original and Copies Submitted)</td>
<td>Friday, April 12, 2019 by 10:00 A.M.</td>
</tr>
<tr>
<td>Anticipated Award Date:</td>
<td>Contingent upon Board Approval</td>
</tr>
</tbody>
</table>
SECTION III  GENERAL INSTRUCTIONS

A. Request for Qualification Format and Due Date

Open format is acceptable. No formal application document is being provided by The HARRIS CENTER but interested firms will be expected to timely submit a response by the due date indicated below. RFQ's received after the due date will not be accepted. Facsimile and electronic mail transmittals will not be accepted.

B. Questions

Questions from Vendors:  
Deadline for Response to Questions:  
Tuesday, March 26, 2019 by 5:00 P.M.  
Tuesday, April 2, 2019 by 5:00 P.M.

All questions concerning the RFQ specifications must be submitted in writing and faxed or emailed to the attention of:

James Blunt, C.P.M.  
Office: (713)-970-7116  
Buyer II  
Email: james.blunt@theharriscenter.org

CC:  
Sharon Brauner, C.P.M., A.P.P.  
Office: (713) 970 – 7279  
Purchasing Manager  
Email: Sharon.brauner@mhmraharris.org

CC:  
Nina M. Cook, MBA, CTPM, CPPB  
Office: (713) 970 - 7237  
Director of Purchasing  
Email: nina.cook@theharriscenter.org

C. Submittal Procedure

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

Deadline to submit a response to this RFQ is Friday, April 12, 2019 by 10:00 a.m. Original documents must be signed in ink with five (5) additional photocopies and an electronic copy (CD-ROM or 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 WIDE APPRAISAL SERVICES” DO NOT OPEN UNTIL FRIDAY, APRIL 12, 2019 AT 10:00 AM.
No response to this RFQ will be accepted after the stated deadline.

Respondents may mail or personally deliver their response to this RFQ to the Purchasing Department of The HARRIS CENTER at the above address. The HARRIS CENTER will not be responsible for any documents(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason. RFQ responses shall include all documentation as requested in the Request for Qualification document.

Envelope/Packet shall include all documentation as requested in the Request for Qualification (RFQ) invitation.

D. Non-Discrimination Policy Statement

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

E. Immigration Reform and Control Act Of 1986

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

F. References and Experience

All interested parties are required to submit with their RFQ a minimum of three (3) local references where interested party has provided services that pertain to the size and scope of this project (within the last two years). References shall include company name, address, telephone, fax number, email address and contact person.

The interested parties must agree to authorize clients to furnish any information required by The HARRIS CENTER to verify references provided, and for determining the quality and timeliness of previous work performed.

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

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

It is anticipated that a recommendation for award for this RFQ will be made no more than sixty (60) days after the RFQ DUE DATE. All interested parties are required to guarantee their Proposal as an irrevocable offer valid for One Hundred Twenty (120) days after the Proposal due date. The HARRIS CENTER for Mental Health and IDD in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each RFP, shall have the right to reject any and all RFP documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents.

H. 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.
I. Historically Under-Utilized Business (HUB)

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

J. Minority / Women and/or Disadvantaged Business

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

K. Direct or Indirect Assignment

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

L. FORM W-9

Vendors are to complete Form W-9 and submit with their response to this RFQ documents. (See Attachment E)
SECTION IV  RFQ STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal

RFQ document may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Late Submittals

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

C. Irregularities

Except as otherwise stated in this Request for Qualification, evaluation of all RFQ’s will be based solely upon information contained in the vendor’s response to this RFQ. 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 quality of the services.

The HARRIS CENTER shall have the right to reject RFQ’s 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 response.

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

D. Oral Presentations

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

E. Amendments

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

F. Availability

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

G. Retention of RFQs

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

H. Notice “Not To Participate” Form

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

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

J. Local Office

The successful vendor will be required to have a local Houston area office. Preference will be given to vendors with offices, which have been established and operational, long before this Request for Qualification.

K. Subcontractors

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

L. Term of Contract

This Agreement initially is made effective upon date of execution for a one (1) year based period ending on August 31, 2019, the end of the Agency fiscal year. The Agency at its option may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder.

M. Licensure

The vendor shall submit, with their RFQ, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: Local, state, county, and/or federal.

N. Conflict of Interest Provision

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

O. Deviations

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 Qualification. 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)

P. 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, 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 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 RFQ CONTENTS

Title Page:

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

Table of Contents:

All RFQ responses must include the following information:

- Clear identification of information by section and page.
- List of three (3) references, including contact person, telephone number, fax number and email address.
- Clear identification of all services able to be provided.

RFO Requirements:

- Vendor must provide a brief history of company and ownership, date started business, current total number of employees, and include any special accommodations / services that could be provided.
- Must bear the original signature of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their response to this RFQ any additional descriptive information about their services, which they believe, might be helpful.
- All responses to this RFQ must be submitted with one original and five (5) copies and an electronic copy (CD-ROM or Flash-Drive), mailed or delivered in a sealed envelope to The HARRIS CENTER for Mental Health and IDD.

Additional documents to be submitted:

- Vendor(s) must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list must be comprehensive – Reference List must be inclusive of contact name, telephone number, fax number and e-mail address. (Local and or Non-local)
- Evidence of Insurance Certificate.
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate if applicable.
- Notice “Not To Participate” (See Attachment D)
SECTION VI 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 determined. A total of 100 percentage points for the following items will be considered a perfect score.

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

<table>
<thead>
<tr>
<th>A. Overall Program Concept</th>
<th>15%</th>
<th>Indication that the vendor has a well-defined concept and program structure for all components of service desired by The HARRIS CENTER.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Understanding</td>
<td>25%</td>
<td>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.</td>
</tr>
<tr>
<td>C. Financial Condition</td>
<td>15%</td>
<td>Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each vendor, indication that the vendor, or vendors, is financially stable and able to provide related services in its entirety.</td>
</tr>
<tr>
<td>D. History and Description of Firm</td>
<td>5%</td>
<td>Provide a brief history and description of your firm. The description should include the size (number of employees) and areas of specialization.</td>
</tr>
<tr>
<td>E. Credentials of Staff</td>
<td>30%</td>
<td>Describe any special expertise your firm has in providing certain real estate appraisal services to governmental entities or other related organizations.</td>
</tr>
<tr>
<td>F. References</td>
<td>10%</td>
<td>Provide the names, telephone numbers, emails and addresses of at least three business references; preferably, from similar entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area.</td>
</tr>
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</table>
SECTION VII  REQUEST FOR QUALIFICATION - RFQ REPLY PAGE

AGENCY WIDE APPRAISAL SERVICES

Submitted by: ____________________________

SCOPE OF WORK

The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County) is seeking responses from qualified real estate appraisal service firms with demonstrated professional competence and experience to provide Real Estate Appraisal Services for various properties that are owned and properties that are under consideration for purchase. Appraisals are required for the purpose of determining fair market values associated with land purchases, for the sale of Agency owned real property, for temporary or permanent easement acquisition for the construction of improvements, and for the laying of black top parking lots on or about Agency owned property. The Agency is seeking qualified Individuals or Firms to provide Appraisal Services on an “as-needed” basis.

SCOPE OF SERVICES

A. The Agency from time to time will either sell a piece of real estate or purchase raw or land with improvements for the benefit and use of the Agency. All of these transactions types require appraisal services. The appraisals are mostly on commercial property but on occasion residential properties. Additionally, the Agency from time to time may consider constructing new facilities and will need appraisals to support the acquisition of property.

B. There is no representation as to the number of appraisals to be performed or any specific time period that the appraisal will be needed. All assignments are made on an “as-needed” basis.

C. The firms or individuals will be selected on the basis of qualifications and will be asked to provide a price for specific appraisal services on an as needed basis. The request for services will specify the work to be done and request completion date of the work.

D. The Contractor shall designate a single point of contact within the Contractor’s Firm to which the Agency can look for timely resolutions of any issues which may arise related to Contractor’s work in performance of assigned projects.

E. Consultant shall generally be on an aggressive schedule to produce documents after project assignment. Time is of the essence for performance and is subject to annual funding.

F. Contractor shall accept no assignments wherein, either principal and/or employees of the Contractor, as well as family of principals and/or employees, directly or indirectly, have a financial or personal interest in or to any tract, piece or parcel of land included with the limits of a particular parcel or project requirement appraisal services.

G. In the event Contractor accepts an assignment from the Agency, the Contractor shall respond in an expeditious manner, regardless of size or value of property and provide service to meet Agency requirements and timelines.

H. Contractor shall be able to provide both electronic and hardcopy documents, files and reports of all appraisal activity and forms.

I. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations. Respondent(s) must be State Certified Real Estate Appraisers certified by the Texas Appraiser Licensing and Certification Board.
**Contract Period:**

This Agreement *initially* is made effective upon date of execution for a one (1) year based period ending on August 31, 2019, the end of the Agency fiscal year. The Agency at its *option* may renew contract annually for four (4) successive one year terms. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated hereunder.

If your pricing is government pricing, please provide a copy of your agreement with specific state, federal, or local organization. (Ex. GSA, DIR etc.)

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

**FOR CONTRACT PERIOD: Initial Period – 08/31/2019**

<table>
<thead>
<tr>
<th>Type of Property</th>
<th>Price For Appraised Report</th>
<th>Price For Restricted Report</th>
<th>Estimated Lead Time</th>
</tr>
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<tbody>
<tr>
<td>Appraise unimproved and or improved properties.</td>
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**FOR CONTRACT PERIOD: 09/01/2019 – 08/31/2020**

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<th>Type of Property</th>
<th>Price For Appraised Report</th>
<th>Price For Restricted Report</th>
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**FOR CONTRACT PERIOD: 09/01/2020 – 08/31/2021**

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**FOR CONTRACT PERIOD: 09/01/2021 – 08/31/2022**

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<td></td>
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REQUEST FOR QUALIFICATIONS
AGENCY WIDE APPRAISAL SERVICES

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 SERVICES LISTED IN EACH RESPONSE TO THIS RFQ, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL DOCUMENTS, AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RESPONSE TO THIS RFQ OF ANY ONE PROVIDER.

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

E-Mail Address

Responses To This RFQ Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative
A. Sample Contract
A sample contract is included for your review Attachment (A). The sample contract that is included with the RFP is included as a form of reference only. The final contract may or may not be the same at the time of contracting. Please note that insurance requirements may not be the same. Include only with the contract Evidence of Coverage vs a Certificate of Insurance. As an Agency of the State, The HARRIS CENTER does not indemnify or limit damages. Jurisdiction lies in Texas and venue shall be Harris County.

B. HUB Subcontracting Plan
C. Deviation Form
D. Notice Not To Participate
SAMPLE CONTRACT

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
Short Term or Occasional Contractor/Consultant Agreement

Contract ID No. ___

THIS AGREEMENT is made and entered into 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 & Safety Code Ann. (Vernon 1992), as amended, and __________ (“Contractor”), with offices at ______________, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

The Contractor agrees to the following:

Service Description: Contractor shall provide appraisal services of raw and unimproved land located at __________ Houston, Texas 77___, as described in the Request for Quotation specifications attached hereeto and incorporated herein as if fully set out as Exhibit “A”. Contractor shall provide Agency a Self-Contained Report of appraisal findings within two weeks after completion of appraisal of property. The appraisal process shall begin no later than (5) five business days after execution of the Agreement.

Rate and Rate Description: $______ for Appraised and Restricted Report

Not to Exceed: $______

Time Period: February ____, 2019 to August 31, 2019

Under the direction of: Silvia Tiller Esq., Director of Contracts and Real Estate

Charged to Unit: ___

OBLIGATIONS OF CONTRACTOR

Interaction

Contractor must in the performance of this Contract, interact with staff, other contractors, or consultants of Agency in a cooperative manner and will consult with such persons regarding services provided under this contract as necessary.

Independent Contractor

It is the intent of Agency and Contractor that Contractor is an Independent Contractor and not an employee of the Agency for any purpose. Contractor and Agency understands and agrees that (a) Agency will not withhold or pay on behalf of Contractor pursuant to this Agreement any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to Contractor any of the benefits, including workers’ compensation insurance coverage, afforded to employees of Agency; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Contractor; and (c) Contractor must indemnify and hold harmless Agency from any damages or liability, including attorneys’ fees and legal expenses, incurred by Agency with respect to such payments, withholdings, and benefits.
Payment

In consideration of the obligations undertaken by Consultant, the Agency agrees to pay Consultant in accordance with the attached fee schedule and not-to-exceed amount delineated above. Payment will be made after the tendering of an accurate and complete invoice and shall be based upon completed services. All invoices are due no later than forty-five (45) days after the completion of services. Any invoice forwarded more than forty days after completion or later than the last day in the Agency fiscal year on August 31 will not be paid. All invoices will be paid within thirty (30) calendar days of receipt of the invoice.

Receipts and Records

Contractor must retain all financial records, supporting documents, statistical records, including appropriate engineering/soil studies, surveys, mappings or plats as applicable, and any documents pertinent to this Contract 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 all other financial and supporting documents and statistical records.

Certifications, Licenses and Registrations

Contractor shall report to Agency any allegation against any professional that is licensed or certified by the State of Texas, and employed by the Contractor on this project, who is alleged to have committed an action that constitutes grounds for the denial or revocation of that certification or license. Contractor must maintain all certifications, registrations, licenses or permits required by law in good standing pursuant to governing professional standards during the terms of this Contract. Further, Contractor must inform Agency immediately of any changes to such certifications, registrations, licenses or permits during the term of this Contract. Additionally, Contractor will 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. Contractor certifies that its license, permit, or certificate has not been revoked by any Health and Human Service agency or Public Safety and Criminal Justice agency.

INSURANCE

A. Policies, Coverage, and Endorsements.

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

| Professional Liability | $1,000,000/$2,000,000 |

B. Insured Parties

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

C. Subrogation

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

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

E. Cancellation

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

F. 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 under this agreement.

TERMINATION

G. Term

This Agreement is effective from _________ to August 31, 2019.

Immediate Termination

Agency may terminate this Agreement immediately if:

(a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas legislature;
(b) Contractor has become ineligible to receive Agency funds;
(c) Contractor has its Texas license, registration or certification suspended or revoked;
(d) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
(e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

MISCELLANEOUS

Contractual Abeyance or Bar & Disclosure

Contractor certifies that the Contractor and all subcontractors are not held in abeyance or barred from the award of a federal or state contract at the time of executing this contract. Contractor must notify Agency if Contractor is or becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract.
Representations

Contractor agrees that it shall comply with relevant professional standards, guidelines, rules and regulations, as specified by state and federal laws and all applicable policies of the Agency, now in effect and those that become effective during the term of this Agreement.

Business Ethics

During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTER will maintain business ethics standards aimed at avoiding real or apparent impropriety, 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 Agency of the possible violation.

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.

Nondiscrimination

The parties hereto agree to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act of 1990, Age Discrimination in Employment Act, and the Civil Rights Act of 1991 and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These named statutes provide in part that no persons in the United States shall, on the grounds of race, color, national origin, religion, sex, age, disability, or political affiliation be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

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.

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.

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.
Assignability

Agency reserves the right to assign this contract and the rights and obligations hereunder. No assignment of this Contract or the rights and obligations hereunder by Contractor will be valid without the written consent of the Agency.

Exhibits

All Exhibits referred to in this Agreement and attached hereto are incorporated herein as if fully set out herein.

Entire Agreement

This Agreement, together with the attached exhibits(s), all of which are incorporated herein by reference, constitutes the sole and only Agreement of the parties hereto and subject matter hereof. Any prior agreements, promises, negotiations or representations, understandings, either oral or written, relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

DECLARATION

Contractor fully understands the policy of The HARRIS CENTER for Mental Health and IDD that directs that no Contractor/Consultant shall have any interest, financial or otherwise, direct or indirect, which conflicts with the interests of the Agency. No Contractor/Consultant shall engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties for the Agency.

By affixing signature below Contractor hereby declares that all officers or employees of Contractor directly involved in Contractor’s performance under this Contract are either a citizen of the United States or otherwise eligible to work in this Country.

AGREED AND ACCEPTED

__________________________  __________________________
NAME                        Date

Title

Business Names

__________________________  __________________________
Wayne Young                Date
Chief Executive Officer
The HARRIS CENTER for Mental Health and IDD

APPROVED AS TO FORM

__________________________  __________________________
KENDRA THOMAS             Date
General Counsel

Unit(s) to be charged:  

RFQ - Agency Wide Appraisal Services
### 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.**

**Section 1**

Name of business entity filing form, and the city, state and county of the business entity’s place of business.

**Section 2**

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

The HARRIS CENTER for Mental Health and IDD

(formerly known as MHMRA of Harris County)

**Section 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.

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

**Section 4**

Check only if there is NO Interested Party. [ ]

**APPENDIX**

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

__________________________________________________________

Signature of authorized agent of controlling business entity

**APPROVED NOTARY STAMP / SEAL ABOVE:**

Sworn to and subscribed before me, by the said ___________________ this the __________ day of _______________________, 20__ , in the presence of ______________________, to certify which, witnessed 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**

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*Form provided by Texas Elite Commission*  
[www.cocoe.state.tx.us](http://www.cocoe.state.tx.us)  
Adopted 10/22/2018
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

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

Vendor________________ Vendor/Provider Identification Number: __________________

Address: ____________________________________________________________

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

Description of commodities/specifications: ________________________________

Duration of Contract: ________________________________________________

Name of Subcontractor/Vendor: __________________________________________

Address: __________________________________________________________________

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

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

Dollar amount of contract with subcontractor/vendor: $____________________

Percentage amount of contract with subcontractor/vendor:%__________________

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

________________________________________________________________________

________________________________________________________________________

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/VENDOR
ATTACHMENT C

DEVIATION FORM

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures THE HARRIS CENTER of their full agreement and compliance with the Specifications, Terms and Conditions.

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

This Deviation Form must be signed by each prospective contractor whether there are deviations listed or not, and submitted with this solicitation

<table>
<thead>
<tr>
<th>SPEC #</th>
<th>DEVIATION</th>
</tr>
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<tbody>
<tr>
<td>Section #</td>
<td></td>
</tr>
<tr>
<td>Or Page #</td>
<td></td>
</tr>
</tbody>
</table>

Company Name ___________________________ Authorized Signature ___________________________ Date ___________________________

RFQ - Agency Wide Appraisal Services
ATTACHMENT D

NOTICE "NOT TO PARTICIPATE" FORM

Dear Vendor

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

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

Category (ies): ________________________________

☐ I/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 my/our name from all The HARRIS CENTER lists until further notice.

Reason(s): ______________________________________

________________________________________________________________________

Independent Provider and/or Provider Firm Name: ______________________________________

Representative: ________________________________

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" - “RFQ for Agency Wide Appraisal Services”
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: ___________________________ Date: __________________________

Title: _______________________________________

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

Thank you for your time and assistance.
ATTACHMENT E

FORM W-9, Rev. November, 2017, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 4
Attached

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