



AUDITING SERVICES FOR PASADENA COTTAGES, HUD PROJECT

Project: 18/0010

January 2018

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



INVITATION

The HARRIS CENTER for Mental Health and IDD is accepting Proposals from Vendors for:

AUDITING SERVICES FOR PASADENA COTTAGES, HUD PROJECT

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.

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

A handwritten signature in black ink, reading 'Nina M. Cook'.

Nina Cook, MBA, CTPM, CPPB
Purchasing Manager
The HARRIS CENTER for Mental Health and IDD

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SECTION I – OVERVIEW

Background and Objectives

The HARRIS CENTER for Mental Health and IDD (“Agency” / The HARRIS CENTER) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (25) Twenty-Five to (30) Thirty Thousand Harris County residents each year.

The HARRIS CENTER, provides mental health and intellectual & developmental disability services to Harris County residents through four service divisions: Mental Health Outpatient Services, Mental Health Forensics, Intellectual & Developmental Disability Services, and the Comprehensive Psychiatric Emergency Program. As the largest provider of mental health & IDD supports in Texas, we served over 51,518 individuals in Fiscal Year 2016.

The HARRIS CENTER for Mental Health & IDD, is the largest community based provider of clinical services to mental health and IDD consumers in 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 all pricing quoted should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

The HARRIS CENTER for Mental Health and IDD invites qualified companies herein after referred to as “Vendor” or “Supplier” to submit Proposals for **Auditing Services for Pasadena Cottages, HUD Project** in response to this solicitation.

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

Release of RFP to Prospective Vendors:	Wednesday, February 14, 2018
Deadline for Questions:	Wednesday, February 21, 2018 by 5 p.m.
Deadline to Respond to Questions:	Wednesday, March 7, 2018 by 5 p.m.
Deadline for Submission of RFP:	Wednesday, March 14, 2018 at 10:00 a.m.
Proposal Opening:	Wednesday, March 14, 2018. A public Proposal Opening will be held immediately following receipt of Proposals at 10:00 a.m., 9401 Southwest Freeway, Houston, Texas 77074
Anticipated Award Date:	Upon recommendation and Board approval

SECTION III - GENERAL INSTRUCTIONS

A. Vendor Submitted Questions

Deadline for Questions from Vendors: Wednesday, February 21, 2018 by COB, 5 p.m.

Deadline for Response to Questions: Wednesday, March 7, 2018 by COB, 5 p.m.

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

Frances Otto, Buyer II

Ofc: (713) 970 - 7281

Fax: (713) 970 - 7682

E-mail: frances.otto@theharriscenter.org

Cc:

Sharon Brauner, C.P.M., Buyer III, Senior Purchasing Coordinator

Ofc: (713) 970 - 7279

Email: sharon.brauner@theharriscenter.org

B. Submittal Procedure

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

Deadline to submit ***“Final Proposal”*** is **Wednesday, March 14, 2018 @ 10:00 a.m.** The original Proposal, signed in ink, five (5) additional photocopies and an electronic copy (USB flash drive) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The HARRIS CENTER for Mental Health and IDD

Purchasing Department

Attn: Frances Otto, Buyer II

9401 Southwest Freeway, Houston, Texas 77074

**“Auditing Services for Pasadena Cottages, HUD Project - DO NOT OPEN UNTIL
WEDNESDAY, MARCH 14, 2018 @ 10:00 A.M.”**

No Proposals will be accepted after the stated deadline.

Respondents may mail or personally deliver their Proposals 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.

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

C. Proposal Opening

A public Proposal Opening will be held immediately following receipt of Proposals on Wednesday, March 14, 2018, 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 a minimum of three (3) references where interested party has provided services that pertain to the size and scope of this project (within the last two years). **References shall include company name, address, telephone number, fax number, email address 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.

G. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than ninety (90) days after the **PROPOSAL DUE DATE**. All interested parties are required to guarantee their Proposals 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 award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

H. Permits

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

I. Financial Information

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

J. Payments

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

K. Price Adjustments

Vendor will be required to honor their 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 Proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Offer and Acceptance Period

All Proposals must be an irrevocable offer valid for one hundred twenty (120) days after the Proposal opening date.

C. Late Proposals

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

D. Irregularities in Proposals

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

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by The HARRIS CENTER of the Proposal. All Proposals will be evaluated as a whole in the best interests of The HARRIS CENTER.

E. Oral Presentations

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

F. Amendments to the Proposal

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Vendor via faxed amendment or email.

G. Availability of the Proposal

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

H. Retention of Proposals

All Proposals 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 “No Proposal” 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 Proposal. This provision also includes any costs involved in providing an oral presentation of the Proposal.

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

L. Subcontractors

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

M. Term of Contract

This Agreement initially is made effective upon date of execution until August 31, 2018, 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.

N. Pricing

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

O. Licensure

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

P. Service Requirements

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

Q. Conflict of Interest Provision

The conflict of interest provision is applicable, in that contractors who develop or draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

R. 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 – PROPOSAL EVALUATION CRITERIA

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The Harris Center.

The evaluation may not be limited to these when making a final recommendation.

A	Overall Program	25%	Indication that the vendor has a well-defined concept, program structure, ability and capacity for all components of service desired by The Harris Center. (Including equipment, maintenance, availability and start-up time)
B	Understanding	20%	Indication that the vendor understands the nature of The Harris Center services and constraints in providing those services and that the vendor has thoroughly analyzed The Harris Center's needs and requirements.
C	Financial Condition	15%	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.
D	History and Description of Firm	15%	Provide a brief history and description of your firm. The history should include reputation, integrity and experience. The description should include the size (number of employees) and areas of specialization.
E	References	10%	Provide the names, telephone numbers, emails and addresses of at least three business references; preferably, from similar not-for-profit entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area and other locations of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.
F	Cost	15%	Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.

SECTION VI – SPECIALIZED SERVICES TO BE PROVIDED

The HARRIS CENTER is the largest community based provider of clinical services to Mental Health and Intellectual Developmental Disabilities consumers in Texas. Our goal is to employ best practices and cost effectiveness. Pasadena Cottage project consists of two cottages totaling fifteen (15) units for the persons with developmental disabilities located in Pasadena Texas. The project is operated under Section 202 of the National Housing Act and regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to rental changes and operating methods. The project is also subject to Section 8 Housing Assistance Payments agreements with the U.S. Department of Housing and Urban Development (HUD), and a significant portion of the Project's income is received from HUD. Pasadena Cottages, Inc., a corporation sponsored by The HARRIS CENTER for Mental Health and IDD, hold legal title to the project.

Vendor must comply with Federal Regulations on privacy and confidentiality (HIPAA Regulations) regarding maintaining the privacy of agency consumers' and members' personal health information.

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

This Agreement initially is made effective upon date of execution until August 31, 2018, 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.

SPECIFICATIONS

To provide financial review and analysis for Pasadena Cottages, a HUD 811 Project with 15 beds, for financial year endings. The financial year ends on May 31st of every year. The audit report is due to HUD within sixty (60) days of the end of the HUD fiscal year. The end of the HUD Fiscal Year 18 (FY18) is May 31, 2018.

SECTION VII – PROPOSAL CONTENTS

Title Page:

- Name of Vendor, 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 at least three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years).
- 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 “**Specialized Services To Be Provided/ Proposal 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 Proposal any additional descriptive information about their services which they believe might be helpful.
- All Proposals must be submitted with one original and five (5) additional photocopies, and an electronic copy (USB flash drive) and mailed or delivered in a sealed envelope to The HARRIS CENTER.

Additional documents to be submitted:

- Vendor must submit a copy of their latest audited financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Description of company Safety program
- Listing with explanation of any safety violations, citations or fines over the last 5 years from any authorities having jurisdiction.
- A copy of applicable license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice “Not to Participate” Form (Attachment D)
- Signature Page
- Complete Form W-9, <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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

SECTION VIII – PROPOSAL REPLY PAGE/PRICING

AUDITING SERVICES FOR PASADENA COTTAGES, HUD PROJECT

PROPOSAL OPENING: WEDNESDAY, MARCH 14, 2018, 10:00 A.M.

Submitted by: _____

The HARRIS CENTER is seeking for a contractor/firm that will provide financial review and analysis for Pasadena Cottages, a HUD 811 Project with fifteen (15) beds.

Contractor will perform all things necessary, including the furnishing of all labor, materials, tools, machinery, equipment, insurance, services and transportation required for the accomplishment and completion of this project.

A. Auditing Objectives

Contractor/firm must be capable of expressing opinions as to whether this HUD 811 Project's financial statements are presented in all material respects, in conformity with the HUD Auditing Guidance (see Exhibit 1), as well as the U.S generally accepted accounting principles, and to report on the fairness the basic financial statements take as a whole.

The objectives also include:

1. Providing a financial review and analysis of project bank accounts, budgets, subsidy amounts, and insurance coverage.
2. Completing an IRS 990-EZ.

B. Fee Information

1. The selection of the highest qualified firm shall be made on the demonstrated competence and qualifications identified through an evaluation of the firm's response to this RFP. However, the RFP requires the submittal of fee information, in the event a firm is identified as the highest qualified proposer. Provide fees (see below) for each year for the services outlined in the RFP.
2. Provide a description of the firm's cost control procedures.

Pricing

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

HUD FY18 ending May 31, 2018

Audit Flat Fee	\$
Filing Fee	\$

HUD FY19 ending May 31, 2019

Audit Flat Fee	\$
Filing Fee	\$

HUD FY20 ending May 31, 2020

Audit Flat Fee	\$
Filing Fee	\$

HUD FY21 ending May 31, 2021

Audit Flat Fee	\$
Filing Fee	\$

HUD FY22 ending May 31, 2022

Audit Flat Fee	\$
Filing Fee	\$

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

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

Email Address

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

SECTION X - ATTACHMENTS

- A. Sample Contract** — A sample contract is included for your review (Attachment A). The sample contract is included as a form reference only. The insurance requirements of the final contract *may or may not* be the same as in the attached Sample Contract. All respondents must submit an *Evidence of Coverage Certificate* with your initial response. In the event you are awarded this contract the Contracts Department will request a *Certificate of Insurance* at that time. The COI must demonstrate that you have appropriate insurance coverage as requested from the Contracts Department. Additionally, The HARRIS CENTER must be listed as an *Additional Insured* on the certificate, along with the proper and required subrogation provision(s).

As an *Agency of the State*, The HARRIS CENTER does not Indemnify or execute contracts with damage limitations. Contract jurisdiction lies within the state of Texas and venue shall be Harris County.

- B. HUB Subcontracting Plan (Historically Underutilized Business)**
- C. Deviation Form**
- D. Notice “Not to Participate” Form**
- E. W-9**
- F. HUD Real Estate Assessment Center (REAC) Auditing Guide (Separate Document)**

ATTACHMENT A SAMPLE CONTRACT

SAMPLE

Contract ID No. _____

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective on this _____ day of _____, 2018 by and between **The Harris Center for Mental Health and IDD, (formerly known as MHMRA of Harris County)**(the “Agency” or “**The HARRIS CENTER**”) a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, (the “Agency”) and _____ (“Contractor”), with offices at _____ **Houston, Texas 77**_____, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

I. RECITALS

WHEREAS, Agency is the state designated Local Mental Health Authority or Community Center established to provide, arrange for, and coordinate Mental Health and Intellectual Developmental Disabilities (IDD) services for the residents of Harris County, Texas; and

WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide **Auditing Services for Pasadena Cottages HUD Project 18/0010**;

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

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

II. PERSONNEL

The Agency staff member authorized to approve billing is **Lily Pan, Director of Residential Services**. The Agency staff member responsible for overseeing this Agreement is **Lily Pan, Director of Residential Services**.

III. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

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

Contractor understands and agrees that Agency:

- a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;
- b) Will not give to Contractor any of the benefits given to employees of Agency.

III. OBLIGATIONS OF CONTRACTOR

1. SERVICES. The **Auditing Services for Pasadena Cottages HUD Project 18/0010** services to be provided by Contractor Agency wide specifying- and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit "A" as attached hereto and incorporated herein as if fully set out.

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

3. AGENCY APPROVAL OF CONTRACTOR PERSONNEL. Contractor agrees not to subcontract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. REPRESENTATIONS.

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

(b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act

Of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.

5. DISCLOSURE. Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

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

7. 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.

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

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

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, The HARIS CENTER and the Contractor do hereby agree that:

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

10. INVOICE REQUIREMENTS

Invoices or claim forms for payment must be submitted by the fifth (5th) calendar day of the month *following* the month in which the services were rendered. All invoices or claim form **must be**

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

- (a) Invoice(s) must be submitted in **DUPLICATE**;
- (b) Invoice(s) must include The HARRIS CENTER's purchase order number. The PO number can be found on the fully executed copy of the contract in the top right hand corner.
- (c) Send original invoice(s) to the Agency staff member authorized to approve billing.
- (d) Mark the second copy as **DUPLICATE** and send to Accounts Payable at the following address or by facsimile:

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

11. RECEIPTS AND RECORDS

Contractor must retain all financial records, supporting documents, statistical records, 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 any other financial and/or supporting documents or statistical records.

12. 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.

13. 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.

V. OBLIGATIONS OF THE AGENCY

PAYMENT

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor in accordance with the fee schedule attached as Exhibit A- in an amount not to exceed _____ for the Agency fiscal year 2018.

(b) Payment amount will be based on a monthly invoice, which shall reflect the services provided by the Contractor and as approved by the Agency employee authorized to approve billing(s) as set forth above. Payment shall be made forty-five (45) days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. The HARRIS CENTER retains the right to offset payments for prior invoices that were paid and later found to be deficient in any manner.

(c) 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.

VI. INSURANCE

(a) POLICIES, COVERAGE'S, AND ENDORSEMENTS.

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with specified coverages 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.

(1) Commercial General Liability

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

(2) Professional Liability

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

(3) Business Automobile if transporting our consumers.

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

(4) Workers' Compensation & Employers' Liability if applicable

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

b) INSURED PARTIES.

All policies **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, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an **Additional Insured party (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.

(f) 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.

VII. NOTICES

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

If to the Agency:

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer
The HARRIS CENTER for Mental Health and IDD
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

Name _____
Address _____
Suite _____
Houston, Texas 77 _____

**VIII.
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 negligent acts of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

IX. TERM AND TERMINATION

(1) **TERM.** This Agreement *initially* is made effective upon date of execution until August 31, 2018, 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:

(a) **IMMEDIATE TERMINATION.** Agency may terminate this Agreement immediately if:

Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;

(b) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement, if applicable;

(c) Contractor has become ineligible to receive Agency funds;

(d) Contractor has its Texas license or certification suspended or revoked; if applicable

(e) 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.

(2) **RENEWAL OPTIONS.** This Agreement may be renewed at the sole discretion of Agency for up to four (4) one- year renewal options at rate fees specified in the attached Exhibit A-.

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

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

(5) **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

X. 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 the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended.

(b) **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, 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 The HARRIS CENTER 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 HARRIS CENTER of the possible violation.

(c) **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.

(d) **CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES.** Effective as of January 1, 2016, 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 \$20,000 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.

(e) **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.

(f) **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.

(g) **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.

(h) **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).

(i) **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.

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

(k) **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.

(l) **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.

(m) **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.

THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER THAT IT POSSESS 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

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

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

APPROVED AS TO FORM

KENDRA THOMAS, MANAGING ATTORNEY

UNIT(S) TO BE CHARGED: _____ 000000

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

SAMPLE

5 Check only if there is NO interested party. ☐

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

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” – Auditing Services for Pasadena Cottages, HUD Project
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. November 2017, 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>