



**REQUEST FOR PROPOSALS
ARCHITECTURAL SERVICES FOR RENOVATIONS
(DIVERSION CENTER)**

RFP NO.: 2021-0001

Date Issued: November 4, 2021

Nueces County Mental Health and Mental Retardation Community Centers (DBA as Nueces Center for Mental Health and Intellectual Disabilities), herein after called NCMHID is requesting proposals for architectural services for the modification of the Current Central Administration Building to a Divergent Center.

Proposals will be accepted at the offices of NCMHID, Central Administration at 1630 S Brownlee, Corpus Christi, Texas 78404 until 3:00 PM Friday, November 12, 2021. Proposals shall be good for one hundred twenty (120) days from the submittal due date.

Copies of proposal documents and information may be obtained **at the offices of NCMHID, Central Administration at 1630 S Brownlee, Corpus Christi, Texas 78404.**

All inquiries must be submitted in writing no later than 2:00 PM (CST) on Monday, November 10, 2021. No oral inquiries will be accepted. All inquiries must be in writing and may be faxed to Rene Mendiola, CFO) at rmendiola@ncmhid.org or faxed at 362-886-1379.

For the purposes of this RFP, the following documents are applicable:

| | |
|---------------------------------------|-----|
| Request for Proposal Announcement | 1 |
| General Instructions to Proposers | 2-5 |
| Statement of Work | 6 |
| Standard Service Terms and Conditions | 7-9 |

Proposers must submit the following items in order for a proposal to be considered responsive:

- Ability to perform the functions as detailed in the Statement of Work
- Certification Forms as required

Failure to provide these documents may deem your firm's proposal non-responsive.

GENERAL INSTRUCTIONS TO PROPOSERS

1. GENERAL

- 1.1. The following instructions by NCMHID are intended to afford proposers an equal opportunity to participate in the NCMHID contracts.

2. EXPLANATIONS AND COMMUNICATIONS

- 2.1. Any explanation desired by a Proposer regarding the meaning or interpretation of these Instructions or any other bid documents must be requested in writing as described on page 1.
- 2.2. All questions and responses given will be furnished by NCMHID to all known Proposers as an amendment to the RFP. Oral explanations or instructions will not be binding.
- 2.3. All communications regarding this solicitation must be written, faxed, or e-mailed. Any violation may be grounds for disqualification.

3. SPECIFICATIONS

- 3.1. Proposers are expected to examine and comply with all specifications, standard provisions and instructions. Failure to do so will be at the Proposer's risk. Proposals which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.
- 3.2. The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of the specifications shall be made on the basis of this statement.

4. INFORMATION REQUIRED

- 4.1. Each Proposer shall furnish the information required by the RFP. The proposer shall sign the proposal and all required certifications, which, along with responses to all questions collectively shall constitute the proposer's offer. Proposals are to be signed by an authorized agent with evidence of his authority unless such evidence has been previously furnished to NCMHID and confirmation that the offer is good for 120 days.
- 4.2. NCMHID does not have to pay federal excise taxes or state and local sales and use taxes for this service.

5. SUBMISSION OF PROPOSALS

- 5.1. One signed original and three complete copies of the proposal, containing all required forms, shall be submitted in a sealed envelope marked on the outside with the proposer's name and address and "Architectural Services for Divergent Center" to:

NCMHID

Attn: Mike Davis

1630 S Brownlee

Corpus Christi, Texas 78404

Electronic submissions are not authorized.

- 5.2. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date shall not be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by NCMHID solely for the purpose of identification.
- 5.3. Inquires should be submitted in writing no later than 2:00 pm (CST) on Monday, November 10, 2021. No oral inquiries will be accepted. All inquiries must be in writing and may be faxed to Rene Mendiola, CFO at rmendiola@ncmhid.org or faxed at 361-886-1379.
- 5.4. Proposers must submit one signed original and three copies of their proposal. It must be submitted in a separately sealed envelope and placed inside the proposal envelope.
- 5.5. Proposals received after the Proposal Due Date will be deemed non-responsive and will be returned unopened.
- 5.6. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered.
- 5.7. The cover letter must bear the signature of a person duly authorized to legally commit the proposer.
- 5.8. NCMHID reserves the right to reject any or all proposals (or any part thereof) received by reason of this request. In any event, no Contract is implied merely by submission of a proposal.
- 5.9. NCMHID reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right.
- 5.10. NCMHID reserves the right to negotiate a Contract with the proposer having the best proposal as determined by NCMHID. NCMHID additionally reserves the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to NCMHID and commence negotiations with the next best rated proposer.
- 5.11. Information submitted in response to this RFP will not be released by NCMHID during the proposal evaluation process or prior to contract award. Proposers are advised that NCMHID may be required to release proposal information, other than trade secrets, after contract award.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 6.1. Proposals may be modified or withdrawn by written request received by NCMHID prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline, provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS

- 7.1. All proposals shall be opened by NCMHID as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the RFP shall not be released by NCMHID during the proposal evaluation process or prior to Contract award. Proposers are advised that NCMHID may be required to release proposal information after Contract award.

8. EVALUATION FACTORS

- 8.1. NCMHID will award contracts based upon the criteria set forth in the RFP. The contract shall be awarded on a fixed fee basis.
- 8.2. Pre-award inspection of the proposer's facility or services may be made. Proposals will be considered only from regulated banking firms that are regularly engaged and licensed in the business of providing banking services as described in the RFP for a reasonable period of time; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment" and "organization" as used herein shall be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry as determined by NCMHID. In making the award, NCMHID may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance or experience with NCMHID and other similar customers. A record of nonperformance or poor performance may disqualify a proposer from award.

9. ELIGIBILITY FOR AWARD

- 9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the RFP; and NCMHID must be able to determine that the proposer is capable and responsible to perform the Contract requirements satisfactorily.
- 9.2. Responsive proposals are those complying with all material aspects of the RFP. Proposals which do not comply with all the terms and conditions of the RFP will be rejected as non-responsive.
- 9.3. Responsible proposers at a minimum must:
 - 9.3.1. Have adequate financial resources as required during the performance of the Contract;
 - 9.3.2. Have a satisfactory record of past performance;
 - 9.3.3. Have the necessary management and technical capabilities to perform;
 - 9.3.4. Be qualified to conduct business in Texas and to perform the Contract required by this RFP;
 - 9.3.5. Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
 - 9.3.6. Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying.
- 9.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible and the proposal shall be rejected.

10. RESERVATION OF RIGHTS

NCMHID expressly reserves the right to:

- 10.1. Reject or cancel any or all proposals;
- 10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4. Extend the proposal due date;
- 10.5. Reissue a RFP;
- 10.6. Procure any item or services by other means;
- 10.7. Retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- 10.8. Negotiate a contract with the proposer having the best evaluation as determined by NCMHID. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. NCMHID additionally reserves the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to NCMHID and commence negotiations with the next best rated proposer.

11. ACCEPTANCE

Acceptance of a proposer's offer in some instances will be in the form of purchase orders issued by NCMHID. Otherwise, acceptance of a proposer's offer will be by acceptance letters issued by NCMHID. Subsequent purchase orders, release orders and agreements may be issued as appropriate. Unless the proposer specifies otherwise in the proposal, NCMHID may award the contract for any item or group of items shown on the RFP.

12. PROTESTS

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to the NCMHID CEO within three (3) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to the project number and description of the RFP, and contain a statement of the grounds for protest and any supporting documentation.

13. EQUAL OPPORTUNITY

Proposers are expected to comply with the Affirmative Action Programs of NCMHID with respect to its provisions concerning contractors.

STATEMENT OF WORK

14. GENERAL

- 14.1. Proposer will complete the following renovation costs and design at the 1630 S Brownlee Building.
- 14.2. 1st floor will become the intake area. It will require secure doors, secure lobby, 6 to 8 offices, restroom (2)
- 14.3. 2nd floor will become a 16 bed male floor, of which some rooms can be individual, However, most should be double occupancy to include shower (x2) sink (x2) and commode (x2). Shower can be in same room but separate from sinks and commodes.
- 14.4. 3rd floor will become a 16 bed female floor, of which some rooms can be individual, However, most should be double occupancy to include shower (x2) sink (x2) and commode (x2). Shower can be in same room but separate from sinks and commodes.
- 14.5. 4th floor will become a common floor and will partially divided in the middle. Half and one side will be set up as television room, with couches, chairs, etc. The other side will consist of Computer Stations (6).
- 14.6. Outside Classroom will be renovated and turned in to a small kitchen, stove, oven, fridge, etc.
- 14.7. Specifics will be provided in greater detail upon selection of Proposer.
- 14.8. Proposer and schedule a date and time to view facility and work being requested.

STANDARD SERVICE TERMS AND CONDITIONS

15. SERVICE STANDARDS

Proposer shall perform all work set forth in the specifications consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of NCMHID, and any defective or substandard performance shall be promptly remedied.

16. INVOICES AND PAYMENTS

NCMHID reserves the right to review and recover any overcharges resulting from such review within the time frame promulgated by applicable laws (currently 30 days).

17. TOOLS, EQUIPMENT AND SUPPLIES

Proposer shall provide such software, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable proposer to provide the services required or proposed.

18. ESTIMATED QUANTITIES

Proposer agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices, unless explicitly approved by NCMHID. Further, proposer agrees to honor quoted unit prices for the duration of this contract. Any new services added during the period of the contract and not contemplated by this RFP will be charged at not more than the then-published standard fees.

19. LIABILITY INSURANCE COVERAGE

Proposer shall maintain at all times during the term of this Contract, at its sole cost and expense, Errors and Omissions coverage designating NCMHID of not less than \$1,000,000.

19.1.1. Such coverage shall be issued by insurance companies licensed to do business in the State of Texas.

19.1.2. A certificate of insurance evidencing such coverage shall be furnished to NCMHID prior to the commencement of work and maintained throughout the term of the contract.

19.1.3. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to NCMHID, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision.

19.1.4. Copies of the insurance policies shall be promptly furnished to NCMHID upon execution of the contract.

20. WORKERS' COMPENSATION

Proposer shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against NCMHID.

21. INDEMNIFICATION

Proposer shall indemnify and hold harmless NCMHID, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Proposer or its officers, employees or agents, during the term of this contract. Proposer shall assume on behalf of NCMHID and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not NCMHID is joined therein, even if such claims be groundless, false or fraudulent.

22. INDEPENDENT CONTRACTOR

At all times during the term of this Contract, proposer shall be an independent contractor to NCMHID, and proposer shall not in any event be deemed an employee or other representative of NCMHID. Any persons employed by proposer shall at all times hereunder be deemed to be the employees of proposer, and proposer shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Proposer shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Proposer warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

23. ASSIGNMENT

Proposer shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of NCMHID. Proposer shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as NCMHID shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by NCMHID for damages or claims arising under this contract or any other obligation owed by proposer to NCMHID.

24. AMENDMENTS

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

25. TERMINATION

NCMHID shall have the right to terminate for default all or any part of its Contract if Proposer breaches any of the terms hereof or if Proposer becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which NCMHID may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. NCMHID additionally has the right to terminate this Contract without cause by delivery to Proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

26. ADVERTISING

Proposer shall not advertise or publish, without NCMHID'S prior consent, the fact that it has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

27. GRATUITIES

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Proposer, or any agent or representative of proposer, to any officer or employee of NCMHID with a view toward securing a contract or securing favorable treatment with respect to a contract.

28. EQUAL OPPORTUNITY

28.1. Proposer agrees that during the performance of this contract it will treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, martial status, age or handicap. Proposer further agrees that during the performance of this contract it will identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

28.2. Proposer shall be advised of any complaints filed with NCMHID alleging that proposer is not an equal opportunity employer. NCMHID reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Proposer is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

29. ENFORCEABILITY

This contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Proposer shall comply with all applicable laws and regulations in performing under this contract.

30. NOTICES

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

31. INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

SIGNED BY PROPOSER

DATE AND TIME