



**To:** General Contractors and prospective bidders  
**From:** Mike Davis, Chief Executive Officer  
**Date:** August 1, 2024  
**Subject:** Request for proposals related to construction of MHID offices.

Nueces Center for Mental Health and Intellectual Disabilities, dba MHID, is releasing RFP 24-0801 for the renovation and interior build out of One Agnes Plaza at 1231-1235 Agnes Street, Corpus Christi TX. The purpose of the RFP is to renovate the existing building with a build out of office space for MHID's Mental Health and Intellectual - Developmental Disability Services Divisions.

As you may know, MHID is a non-profit governmental organization that delivers a wide array of behavioral health services to the citizens of Nueces County. We provide state, federal, and locally funded services to support uninsured and underinsured individuals struggling with mental illness, homelessness, intellectual and developmental disabilities (IDD), and substance use. More information can be found in the RFP document and on our website at [www.NCMHID.org](http://www.NCMHID.org). MHID provides services to over 10,000 adults and children with behavioral health needs each year.

This facility will house the primary service divisions that deliver critical and lifesaving services to residents of our community. We invite all interested parties to respond and help us create the facility that will enable us to continue to provide these services for another 50+ years.

**MHID WILL SELECT 2 FINALISTS FROM THE PROPOSALS. A FOLLOW UP MEETING WILL BE HELD WITH EACH OF THE FINALISTS TO IDENTIFY WORK TO BE COMPLETED. THE 2 FINALISTS WILL HAVE 30 DAYS TO COMPILE WORK DETAIL SCHEDULE ALONG WITH BEST ESTIMATED COST OF PROJECT.**

We ask respectfully that you give our project consideration given the population we serve, and the difference our organization makes in so many lives for persons living with mental illness, intellectual disabilities and substance use issues.

Please give our proposal your consideration and help bring this project to fruition.

Thank you,

Mike Davis  
Chief Executive Officer

## **PUBLIC NOTICE REQUEST FOR PROPOSAL**

Notice is hereby given that Nueces Center for Mental Health & Mental Retardation dba Nueces Center for Mental Health and Intellectual Disabilities (herein called MHID) is requesting responses for a REQUEST FOR PROPOSAL (RFP) seeking firms experienced in providing general contractor services to renovate One Agnes Plaza. The facility is in Corpus Christi, TX where all general contractor services will be delivered.

NHID anticipates awarding an exclusive fixed price contract which will commence on approximately October 14, 2024.

Selection of the Successful Proposer, if made, will be based upon demonstrated competence, knowledge, qualifications, and reasonableness of the proposed fee, where applicable, for the Project as evidenced by the Successful Proposer's qualified Proposal.

A copy of the Request for Proposal (RFP), as well as inquiries &/or specifications related to the RFP may be obtained by submitting an email request for the RFP to:

### **NCMHID**

**Contact: Rene Mendiola**

[rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org)

Phone: 361-886-1337

Or from the MHID/Public Purchase website located at the web addresses below:

[https://www.ncmhid.org/contract\\_opportunities](https://www.ncmhid.org/contract_opportunities) or [www.publicpurchase.com](http://www.publicpurchase.com)

Sealed proposals will be accepted at the offices of NCMHID, Administration Building B at 3733 S Port, Corpus Christi, Texas 78415, until 12:00 noon on **August 30, 2024**, and shall be opened at 3:30 PM on **September 4, 2024**, in the Executive Conference Room of the Administration Building B located at 3733 S Port, Corpus Christi, Texas 78415.

MHID reserves the right to accept the proposal which, in its judgment, is from the most responsible contractor; to reject any or all proposals; and to waive irregularities or informalities in any proposal submitted.

The contract will be awarded either to the lowest responsible proposer or to the proposer who provides goods or services at the "best value" for MHID.



**Request for Proposals RFP 24-0801  
One Agnes Plaza Renovation Project**

**General Contractor Services for  
Nueces Center for Mental Health & Mental Retardation dba NCMHID**

**August 1, 2024**

**NCMHID  
Attention: Rene Mendiola  
3733 S Port, Building B  
Corpus Christi, Texas 78415  
(361) 886-6900**

**[rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org)**

**REQUEST FOR PROPOSALS FOR  
GENERAL CONTRACTOR SERVICES**

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## **DESCRIPTION OF NCMHID**

Nueces County Mental Health and Mental Retardation Community Center, dba MHID, is a community center established under Texas Health and Safety Code Section 534, and as such, is the local authority for mental health (LMHA) and individual with intellectual and developmental disability services (LIDDA) in the county of Nueces. Texas Health and Human Services Commission (HHSC) contracts with MHID for mental health, chemical dependency, Intellectual and Developmental Disability, and many other services.

As a non-profit and governmental entity, MHID can execute intergovernmental agreements in compliance with Texas Government Code 791.001 for the purpose of obtaining the benefits and efficiencies that accrue through cooperative purchasing. MHID is a member of the State of Texas Purchasing Cooperative and Texas Buy Board.

MHID is Joint Commission accredited, and is designated as a Texas Certified Community Behavioral Health Clinic (CCBHC).

We are one of 39 Mental Health and Intellectual/Developmental Disability Authorities in the State of Texas. Our organization, along with the Health and Human Services Commission, provides a broad array of services to citizens of Nueces County. We serve more than 10,000 individuals per year, all within Nueces County. As an organization we have served our community for over 50 years.

MHID operates on a balanced budget that is largely fixed at values set by the state of Texas and all pricing quoted for any contracts resulting from this RFP should remain fixed for the duration of the contract, unless otherwise approved or authorized. Our goal is to employ best practices and cost effectiveness which combine to provide the best value for MHID and the people we serve.

## GENERAL INFORMATION

MHID anticipates awarding an exclusive fixed price contract for the remodel o One Agnes “One Stop Shop” for individuals with mental health issues or intellectual developmental disabilities, hereby known as “Project” which will commence on approximately October 14, 2024. Any contract awarded because of this Request for Proposals (“RFP”) will be prepared by MHID in conjunction with our selected contractor and may be referred to in this RFP as a “Contract”, and any Proposer (as defined below) selected for a Contract award may be referred to herein as a “Successful Proposer”.

**Proposals shall be submitted no later than  
Friday, August 30, 2024, at 12:00 PM CST (“Proposal Submission Deadline”).**

All Proposals must be received by MHID’s via electronic mail attachment to: NCMHID  
Attn: Rene Mendiola  
[rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org)

Proposals may be submitted by any agent or representative designated by the person or entity submitting the Proposal (“Proposer”). MHID will determine the official time of receipt of each Proposal using the time/date of receipt of the Proposal shown by MHID’s email server; upon request, a receipt shall be sent via electronic mail to the deliverer of the Proposal, which indicates the date and time it was received. Proposals sent via any other method other than electronic mail as described above will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.

Any questions concerning the RFP specifications or process shall be directed to Rene Mendiola, by electronic mail to [rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org), no later than **Monday, August 19, 2024, 2024, at 5:00 PM CST (“Question Submission Deadline”)**. All questions with respect to either the RFP specifications or process that are received by the Question Submission Deadline will be responded to in writing to all those known to have requested or been provided with a copy of the RFP.

The Optional Proposal Public Opening is scheduled for **Friday, September 6, 2024, at 3:00 p.m.**, and will be held at MHID’s administrative offices located at **3733 S Port, Building B, Corpus Christi, TX 78415**.

The Proposal Public Opening is optional and is for informational purposes only. Any verbal statement(s) regarding the RFP prior to the award will be considered non-binding. The only formal interpretation of the RFP will be made by RFP addendum issued by MHID, in accordance with the “Conditions” section.

## **RFP DOCUMENTS**

All RFP documents can be located at:

[https://www.ncmhid.org/contract\\_opportunities](https://www.ncmhid.org/contract_opportunities) or [www.publicpurchase.com](http://www.publicpurchase.com)

Posted at this web address will be the RFP, Basic Construction Schematics, the RFP Q&A, Editable versions of all Attachments and the Required Response Section.

Any questions related to documents on the website or regarding the contents of any document should be directed to Rene Mendiola, by electronic mail to [rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org).

## **CONDITIONS**

**ACCEPTANCE/REJECTION OF PROPOSALS:** MHID reserves the right to accept or reject any and/or all Proposals, to waive informalities or defects in Proposals, or to accept such Proposal(s) as it shall deem to be of the best value to MHID.

**NEGOTIATION:** MHID further reserves the right to negotiate with Proposers determined to have a reasonable chance of being selected. All such Proposers shall be afforded fair and equal treatment with respect to such negotiations, and no such Proposer shall be given information that would give that Proposer a competitive advantage over any other Proposer.

**CANCELLATION:** MHID may also choose to cancel the RFP without award.

**VALIDATION:** MHID may validate any information in a Proposal by using outside sources or materials. If validation discloses that information provided by a Proposer is deliberately false, the Proposal will be ineligible for consideration.

**ADDENDA:** MHID reserves the right to modify, interpret and correct the RFP, and any modifications, interpretations or corrections to the RFP and specifications shall be made by written addenda. MHID's Chief Executive Officer shall have sole authority to issue addenda to this RFP. Addenda shall be provided to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the specifications, which a Proposal must meet to be considered.

**ALTERING PROPOSALS:** Any corrections, deletions, or additions to Proposals must be made in writing and delivered by email to Rene Mendiola, at [rmendiola@ncmhid.org](mailto:rmendiola@ncmhid.org) prior to the Proposal Submission Deadline. The Proposer shall submit substitute pages with an email documenting the changes and to which is attached the specific pages for substitution. The person who submits the email must have authority at least equal to that of the submitter of the Proposal.

**WITHDRAWAL OF PROPOSALS:** A Proposal shall not be withdrawn or cancelled by the

Proposer unless the Proposer submits an email to that effect prior to the Proposal Submission Deadline. The submitter of the withdrawal email must have authority at least equal in authority to the submitter of the Proposal.

**PUBLIC AVAILABILITY: MHID is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. All Proposals shall be open for public inspection after the RFP process is concluded, except for information contained in the Proposal that Proposer contends is covered by an exception to disclosure under the Texas Public Information Act that identified in red and clearly identified by the Proposer as such.** Such information may still be subject to disclosure under the Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

**SUBMITTED PROPOSALS:** Submitted Proposals become the property of MHID and will not be returned to the Proposer. Proposer agrees that MHID has the right to use, reproduce and distribute copies of and to disclose to MHID employees, agents and contractors and other governmental entities all or part of the Proposal, as MHID deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

**SALES TAX:** MHID is by statute exempt from payment of taxes applicable to the Project described herein; therefore, Proposals shall not include taxes.

**LIMITATION OF LIABILITY:** MHID will not enter any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

**SUCCESSFUL PROPOSER MUST COMPLY** with all applicable federal, state, county and local rules, codes, regulations, laws, and standards. All activities and goods provided as part of the Project must be compliant with applicable federal, state, county and local rules, codes, regulations, laws, standards, and executive orders as well as with all policies and procedures of MHID. A Contract may be subject to Texas Government Code Section 2252.908, which prohibits governmental entities such as MHID from entering 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. By submitting a Proposal, Proposer agrees to fully comply with all applicable legal requirements including, without limitation, those of Texas Government Code Section 2252.908, as applicable.

**EXCEPTION/SUBSTITUTIONS:** All Proposals meeting the intent and requirements of this RFP shall be considered for award. Proposers taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Proposal entitled "Proposer's Exceptions". The absence of such a statement shall indicate that the Proposer has not taken exceptions and MHID shall hold the resultant Proposer(s), if chosen as a Successful Proposer, responsible to perform in strict accordance with the specifications, terms, and conditions of this RFP and Successful Proposer's Contract. MHID reserves the right to accept any and/or none of the exception(s)/substitution(s) as it determines to be in the best interest of MHID. Proposer agrees that all exceptions to this RFP as well as terms and conditions advanced by Proposer



that differ in any manner from MHID's terms and conditions are rejected unless expressly accepted by MHID in writing in a fully executed Contract.

**SILENCE OF SPECIFICATIONS:** The apparent silence of this RFP as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality services and goods will prevail. All interpretations of this RFP shall be made based on this statement.

**LIMITATIONS:** Any Proposer currently held in abeyance from or barred from the award of a federal or state contract may not contract with MHID.

**CONSIDERATION:** For a Proposal to be considered, the Proposer must meet MHID's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Proposal according to the time frames, procedures, and forms stipulated by MHID. Additionally, Proposers shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

**CONFLICT OF INTEREST:** No public official shall have an interest in any Contract, in accordance with the Texas Local Government Code Title 5, Subtitle C, Chapters 171 and 176.

**ETHICS:** Proposer shall not offer to or accept any gifts of value from or enter any business arrangement individually with any employee, official or agent of MHID.

**INDEMNIFICATION:** Successful Proposer(s) shall defend, indemnify, and save harmless MHID, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by MHID) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any person, persons, or property as either a direct or indirect result of the actions or omissions of the Successful Proposer, and/or its employees, contractors and agents.

**ASSIGNMENT:** Successful Proposer(s) shall not, sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without MHID's prior written consent.

**INSURANCE:** Successful Proposer(s) and any subcontractor hired by successful Proposer(s) to complete the Project shall maintain, always during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

Professional Liability: One million dollars (\$1,000,000) per claim;  
Three million dollars (\$3,000,000) aggregate of all claims;

General Liability: One million dollars (\$1,000,000) per claim;  
Two million dollars (\$2,000,000) aggregate of all claims;

General Liability policy shall include blanket contractual liability, products and completed operations, personal injury (including employees), independent contractors, explosion, collapse, and underground hazards. General Liability policy shall also include a waiver of subrogation in favor of MHID, named as an additional insured;

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Proposer(s) must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included;

If a vehicle not owned by the Successful Proposer(s) is used in the provision of goods/services pursuant to A Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times;

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of MHID;

Employer Liability: Five hundred thousand (\$500,000) per accident;  
Five hundred thousand (\$500,000) per disease per employee;  
Five hundred thousand (\$500,000) disease policy limit;

And such other insurance coverage, including builder's risk in such amount(s) to cover the materials used to complete the Project, each to the extent required and, in such amounts, as may be reasonably required by MHID, or as may otherwise be required by applicable law.

Successful Proposer(s) is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Project. A legally qualified insurance company acceptable to MHID must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name MHID as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give MHID as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any

deletion of additional insureds, or (d) any other material modification of the policy. Successful Proposer will name MHID as additional insured on each policy within fourteen (14) days of being awarded a Contract.

**ELIGIBILITY TO WORK IN THE UNITED STATES:** Each Successful Proposer shall ensure that each person who provides goods or services for the Project is eligible to work in the United States at the time he/she provides Services, and Successful Proposer shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends and make such documentation available to MHID upon request.

### **SELECTION OF SUCCESSFUL PROPOSER(S)**

- 1) **MHID WILL SELECT 2 FINALISTS FROM THE PROPOSALS. A FOLLOW UP MEETING WILL BE HELD WITH EACH OF THE FINALISTS TO IDENTIFY WORK TO BE COMPLETED. THE 2 FINALISTS WILL HAVE 30 DAYS TO COMPILE WORK DETAIL SCHEDULE ALONG WITH BEST ESTIMATED COST OF PROJECT.** Preliminary selection of the Successful Proposer(s), if made, will be based upon demonstrated competence, knowledge, qualifications, and reasonableness of the proposed fee, where applicable, for the Project as evidenced by each Successful Proposer's qualified Proposal.
- 2) MHID will make a good faith effort to contract with Historically Underutilized Businesses (HUB).
- 3) Issues concerning a specific Proposal(s) may be addressed by MHID either in writing or through an individual telephonic, electronic, or in-person meeting(s) with each applicable Proposer after an initial review of all Proposals. The interviews, if necessary, will be held after the Proposal Submission Date, and no Proposer participating in any such meeting shall be given information that would give that Proposer a competitive advantage over any other Proposer.
- 4) A selection(s), if made, will be based on the Proposal(s) that provides best value to MHID.
- 5) MHID reserves the right to enter multiple Contracts with respect to the Project.

### **PERFORMANCE STANDARDS AND COMPLIANCE**

- 1) Successful Proposer's products and/or services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar products and/or services. The methods and means employed in the delivery of the

Project must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 2) Successful Proposer will ensure that no person, based on race, color, national origin, religion, sex, sexual orientation, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the policies of the Texas Health and Human Services Commission (“HHSC”), the Texas Department of State Health Services (“DSHS”), the Texas Department of Aging and Disability Services (“DADS”), or MHID.
- 3) MHID reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, if Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365-day period immediately prior to the date on which the Proposal was due with an undisclosed key person,  
(b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to MHID within ten (10) days after commencing business with such key person, or (c) fails to submit a completed Form CIQ (see **Attachment B**) if required by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFP as **Attachment A**.
- 4) Successful Proposer shall perform assigned work in a prompt, efficient, and professional manner. If Successful Proposer cannot complete the Project within the timeframe required by MHID, MHID reserves the right to solicit any goods and/or services for the Project outside the Contract and/or terminate the Contract.
- 5) Successful Proposer will provide all necessary supplies, equipment, software, technology support and other items to perform the Project properly as defined in the Contract.
- 6) Any Contract may be terminated for any reason or without cause by MHID by submission of written notice.

## **PROPOSAL INSTRUCTIONS AND GUIDELINES**

### **I. GENERAL INFORMATION ABOUT PROPOSER.**

To facilitate the evaluation of Proposals, Proposers must prepare their responses to

Sections I and II (below) in the format and sequence specified below. Respond specifically to each question posed. Do not simply make a general reference to any other document included with the Proposal. Failure to comply with this requirement may result in the Proposal being rejected by MHID in its sole discretion. Proposer may attach additional materials as necessary to provide supporting information and details. Catalogs or brochures about Proposer's products or services may be included as an addendum to the Proposal but not in place of specific responses to each item below. If the question does not apply to either Proposer or the Proposal, clearly mark "n/a".

- A. **Each Proposal MUST be accompanied by a signed, original Assurances Document and, if required, a Form CIQ (*Attachment B*).**
- B. Each Proposer should respond to each of the following items, numbering the responses to correspond with the answered question if the questions are not restated.
  1. Provide the name, legal status (e.g. sole proprietorship, partnership, corporation, etc.), state whose laws Proposer's business entity is formed, address and contact telephone number of Proposer. Provide the name of all people who own 5% or more interest in Proposer's business.
  2. Describe each employment or other business relationship with any Local Government Officer, or family member thereof that resulted in the Local Government Officer receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period prior to the date the Local Government Officer became aware that MHID is considering entering a Contract with Proposer. Describe any relationship between Proposer and the Local Government Officer that is within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573 of the Texas Government Code. For purposes of this question, the term "Local Government Officer" means a member of MHID's Board of Trustees (see Attachment A), MHID's Chief Executive Officer (see Attachment A), and/or an agent of MHID who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see Attachment A) and the term "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code.
  3. Provide a brief history and description of Proposer's services. The description should include the number of employees and areas of specialization. Provide the names and experience information of any individual who would be assigned to work under a Contract.
  4. Provide the name, address and contact phone number for Proposer's bonding company and agent and provide a letter from Proposer's surety or agent stating that Proposer is bondable for Project based on the budget and the

timeframe stated herein.

5. Provide the names, mailing addresses, email addresses and telephone numbers and of three (3) business references. Business references should be, where possible, lenders, suppliers, subcontractors, etc. of Proposer who have received services similar to those sought under this RFP within the past one (1) year period. Include a brief description of Proposer's working relationship with each business reference.
6. Does Proposer meet the requirements for qualification as a Historically Underutilized Business ("HUB")? Attach a copy of any current HUB certificate to this Proposal. For purposes of this RFP, HUB has the same definition as does a "historically underutilized business" in Section 2161.001(2) of the Texas Government Code.
7. Provide copies of Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
8. Provide copies of any and all required federal, state, and/or local licenses and/or certifications required with respect to the Project.
9. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
10. State whether Proposer is currently or in the last five (5) years been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
11. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.

## II. SPECIFICATIONS

Proposers should respond in the form of a detailed narrative to each Mandatory Specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

**Failure to respond to Mandatory Specifications will result in additional follow-**

**up with the proposer and may constitute failure to respond and make the Proposal disqualified at the sole discretion of MHID.**

**A. Mandatory Specifications**

1. Corporate Experience (Total of 25 points)

- a) Proposer must submit a statement of relevant experience. The documentation must thoroughly describe how the Proposer has worked on similar projects with demonstrated experience related to the services described in **Attachment C**.
- b) List the major construction projects your organization has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete, and scheduled completion date.
- c) State whether Proposer, under its current name or any prior names, has failed to complete any project within the contract time allowed, or failed to complete any contracted work; and if Proposer has failed to complete a project or contracted work, list the project(s) and provide details including the contact's name and phone number for both the owner and the architect of each such project.

2. Proposed Staff Experience (Total of 15 Points)

- a) Submit professional resumes (no more than two (2) pages each) of each key staff member who will be performing services under the Contract, including at a minimum the project manager, superintendent, and estimator.
- b) Describe in detail the proposed Project assignments and lines of authority and communication for each team member Proposer anticipates to be directly involved in the Project.
- c) State whether or not the Proposer will utilize any outside consultants and/or subcontractors. Include a brief description of each and every outside consultant's or subcontractor's role in the Project, expertise, education, knowledge, certifications or other professional credentials.

3. Ability to Establish Budget and Control Cost (Total of 20 Points)

- a) How does Proposer develop cost estimates and how often are they updated? Describe the process used for determining a reasonable contingency in the cost estimate. What percentage of projects completed in the last three (3) years were completed under budget? What percentage of projects completed in the last three (3) years were completed over budget?

For each relevant project the Proposer completed in the last three (3) years, include:

- Client information (name, address, type/use of the building, client contact person and phone number/e-mail);
- Architect information (name, address, contact person and phone number/e-mail), if applicable;
- Project name;
- Project area in square feet;
- Project start date and end date, number of months from breaking ground to completion;
- Proposed key personnel for this RFP who worked on the project (including roles/responsibilities);
- Original budget and final cost of the project;
- Brief explanation of the cause of variance.

- b) Describe the cost control methods used during construction and how Proposer: procures subcontracts, confirms scope and amount, and ensures proper payment.

4. Construction Services (Total of 10 Points)

- a) Describe Proposer's quality assurance program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples.
- b) Based on Proposer's understanding of the scope of the Project and an anticipated construction start date of August 1st, 2024, propose the recommended general timeline or schedule for completion of the Project. MHID estimates that this Project will take approximately four (4) months to complete. Please elaborate if Proposer disagrees.
- c) Based on Proposer's understanding of the scope of the Project, the anticipated construction start date of October 14, 2024, and the Owner's desire that the Project be fully operational no later than December 31, 2025 describe Proposer's approach to completion of construction by December 31 2025.
- d) Describe your relationship with the subcontracting community and the methodology used for soliciting, evaluating, and selecting trade contractors.

5. Pricing (15 Points) (Attachment C)

- a) Describe Proposer's price for the Project.

**B. Mandatory Specifications (Pass/Fail)**



All areas enumerated below must be addressed. Any questions or section left unanswered will result in additional follow-up with the proposer and may constitute failure to respond and make the Proposal incomplete and ineligible for consideration.

## 1. Client References

Proposals must include three (3) external client references from clients who received services similar to the Project. The minimum information that must be provided about each reference is:

- Name of individual or company services were provided for;
- Mailing address of individual or company;
- Name of contact person;
- Telephone number of contact person;
- Current e-mail address of the contact person; and
- Type of services provided, and dates services were provided.

Proposers may be asked to provide assistance with the coordination of reference calls.

## 2. Bid Security

Texas Government Code Sections 2267.258 requires that the General Contractor deliver the performance bond and payment bond not later than ten (10) days after the date the General Contractor executes the Contract unless the General Contractor furnishes a bid bond or other financial security acceptable to MHID to ensure that the General Contractor will furnish the required performance and payment bonds when the contract is executed.

**The Proposer shall provide a bid bond or a certified cashier's check with its Proposal, payable to the order of MHID, for not less than five percent (5%) of Proposer's total proposed cost for the Project.** Said bond or check will be returned to the Proposers not chosen to receive a Contract after the Contract has been awarded and executed. The bid bond or check will be returned to the awarded Proposer after the Proposer furnishes the required performance and payment bonds, as noted above, not later than ten (10) days after execution of a Contract. Surety bonds must be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. In the event of the failure of the Successful Proposer to execute a Contract or provide MHID with the required performance bond and payment bond, the bid bond or check shall become the property of MHID and shall be considered as payment for damages due to delay and other inconveniences suffered by MHID on account of failure of the Proposer to perform.

### III. EVALUATION

#### A. Evaluation Point Summary

The following is a summary of Evaluation Factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Proposals.

FACTOR	POINTS AVAILABLE
1. Corporate Experience	30
2. Proposed Staff Experience	25
3. Ability to Establish Budget and Control Cost	20
4. Construction Services	10
5. Pricing	<u>15</u>
TOTAL	100
6. Interview	TBD

#### B. Evaluation Factors

General Information	Included and complete	Not included/complete
Criteria	Max. Points Awarded /Criteria	Total Points
<b>1. Corporate Experience:</b>		<b>30</b>
a. Proposer provided relevant project experience.	15	
b. Proposer identified projects and included requested information as detailed in Section II.A.1. b) – d) of the Proposal Instructions and Guidelines.	15	
<b>2. Proposed Staff Experience:</b>		<b>25</b>
a. Proposer submitted professional resumes and identified key personnel who will work on the Project.	10	

b. Proposer detailed the proposed Project assignments and lines of authority and communication for each team member anticipated to be directly involved in the Project.	10	
c. Proposer identified outside consultants and/or subcontractors, if any, included on its construction	5	
<b>3. Ability to Establish Budget and Control Costs:</b>		<b>20</b>
a. Proposer provided Proposer’s cost estimating methods including how often they are updated and what factors are used to develop the amount of contingency. Proposer provided percentage of projects completed over/under budget for the past three (3) years and related information.	10	
b. Proposer provided Proposer’s cost control methods used during construction and how Proposer: procures subcontracts, confirms scope and amount, and ensures	10	
<b>4. Construction Services:</b>		<b>10</b>
a. Proposer described its quality assurance program.	2	
b. Proposer proposed a timeline for completion of the Project on or before December 31, 2025.	6	
c. Proposer described its relationship with the subcontracting community and provided the methodology for soliciting, evaluating, and selecting	2	
<b>5. Pricing:</b>		<b>15</b>
a. Proposer provided a PRELIMINARY price for the Project, which indicates the Proposer provided the best value to MHID for the Project. ( <b>Attachment C</b> )	15	
<b>6. Required Specifications (Pass/Fail) (MHID reserves the right to request additional information related to the below if incomplete)</b>	<b>Pass</b>	<b>Fail</b>
a. Proposer provided the signed, completed Assurances Document included in “Proposal Instructions and Guidelines” Section II.A.		

<p>b. Proposer provided all responses/documents for all General Information items included in “Proposal Instructions and Guidelines” Section I.B.</p>		
<p>c. Proposer provided all responses/documents included in “Proposal Instructions and Guidelines” Section II.A.</p>		
<p>d. Proposer all responses/documents included in “Proposal Instructions and Guidelines” Section II.B.</p>		
<p><b>7. Interview, Optional: (MHID will request interviews if necessary to separate finalist for selection)</b></p>		<b>TBD</b>
<p>a. Points for the interview will be awarded based upon an evaluation of the qualifications of Proposer and its proposed staff. Effective communication, technical knowledge, experience with similar Contracts and the quality of the responses to questions will be the principle criteria for the evaluation.</p>		

**ATTACHMENT A**

**Key Persons List – August 1, 2024**

<b>NAME</b>	<b>TITLE</b>	<b>BUSINESS ADDRESS</b>
Mike Davis	Chief Executive Officer	3733 S Port, Corpus Christi, TX 78415
Mark Hendrix	Deputy Chief Executive Officer	3733 S Port, Corpus Christi, TX 78415
Rene Mendiola	Senior Director of Human Resources	3733 S Port, Corpus Christi, TX 78415
Zavhary Kramer	Procurement Manager	1546 S Brownlee, Corpus Christi, TX 78404
Andrea Kovarik	Mental Health Director	1546 S Brownlee, Corpus Christi, TX 78404
Gina Pena	IDD Director	212 S Staples, Corpus Christi, TX 78404
Russell Weir	IT Director	2601 Hospital Blvd, Corpus Christi, TX 78405
Linda Falwell-Stover	Board Chair	3733 S Port, Corpus Christi, TX 78415

## ATTACHMENT B

### ASSURANCES DOCUMENT

For purposes of this *Attachment B*, the term “local government officer” with respect to MHID means a member of MHID’s Board of Trustees (see *Attachment A*), MHID’s Chief Executive Officer (see *Attachment A*), and/or an agent of MHID who exercises discretion in planning, recommending, selecting, or contracting of the Contract (see *Attachment A*). The term “local public official” with respect to MHID means a member of MHID’s Board of Trustees (see *Attachment A*), or another agent of MHID who exercises responsibilities beyond those that are advisory in nature (see *Attachment A*).

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

#### Proposer Assures the Following:

1. Proposer has received all addenda and attachments to the RFP as distributed by MHID.
2. Proposer will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Proposer will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or MHID. Proposer does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Proposer accepts MHID’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
7. Unless otherwise required by law, the information in the Proposal submitted by Proposer has not been knowingly disclosed by Proposer to any other Proposer.

8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Proposer.
10. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable MHID policies and procedures if chosen as the Successful Proposer.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that MHID is considering entering a Contract with Proposer, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. *See Attachment A.*
12. Proposer does not have a family relationship with a local government officer of MHID. If such family relationship exists, Proposer must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. *See Attachment A.*
13. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of MHID or any family member thereof serves as an employee, officer, or director, or holds an ownership interest and no local public local government officer of MHID or family member thereof has an employment or business relationship with Proposer or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Proposer shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Proposer has either been an employee or a trustee of MHID within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of MHID either serves as an employee, officer, or director, or holds an ownership interest of one percent or more, and no local government officer of MHID or family member thereof has an employment or business relationship with Proposer or holds an ownership interest in Proposer. If Proposer is unable to make

- this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment B*, with the submitted Proposal. *See Attachment A.*
16. No former employee or officer of HHSC and/or MHID directly or indirectly aided or attempted to aid in procurement of Proposer's service.
  17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment B*, with the submitted Proposal. *See Attachment A.*
  18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Proposer pursuant to this RFP.
  19. Proposer is currently in good standing for payment of all applicable state tax.
  20. Proposer is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
  21. Proposer certifies that it and its principals are not suspended or debarred from doing business with state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
  22. Proposer agrees to complete the Project described in this RFP at the rate(s) of payment described in the Proposal.
  23. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
  24. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.



25. This Proposal shall remain in full force and effect until December 31, 2024, and may be accepted by MHID at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Proposer agrees that the Contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that Subchapter.
27. Pursuant to Texas Government Code Chapter 227.002, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract with the Owner. This section does not apply to sole proprietorship.
28. “Non-collusion Statement”: “The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion ( An agreement between two or more persons to deceive the owner or defraud the owner of its rights) with any other bidder, board member, or MHID employee, and that the contents of this bid as to prices, quality or products, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion.”
29. Proposer represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
30. Proposer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 1322, “Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
31. Proposer agrees that no provision in this proposal and any resulting contract in any way intended to constitute a waiver by MHID or the State of Texas of any immunities from suite or from liability that MHID or the State of Texas may have by operation of law.

**Attachment B Continued...**

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Proposer's Full Legal Name

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Signature of Proposer's Authorized Representative

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Printed Name and Title of Proposer's Authorized Representative

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Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
	Date Received

**Name of vendor who has a business relationship with local governmental entity.**

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**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**Name of local government officer about whom the information is being disclosed.**

---

Name of Officer

**Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**ATTACHMENT C**

**PROJECT – One Agnes Plaza Remodel – Bid Form**

**1. STIPULATED FIRST ESTIMATED SUM BASE BID PRICE**

The Undersigned, having familiarized itself with all local conditions to be encountered affecting the cost of the work and having examined the Bidding Documents proposes to perform everything required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the designated Work in connection with the project, for the Stipulated Sum Base Bid Price of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**2. REVIEW OF CONTRACT DOCUMENTS**

The proposer certifies that he or she reviewed the sample AIA A105-2017, provided by the Architect/Owner and are noted as Attachment E.

\_\_\_\_\_Yes \_\_\_\_\_No

**3. CERTIFICATION OF RECEIPT OF ADDENDA**

The proposer certifies receipt of Addenda as follows: [List each]

\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT D

## PROJECT – One Agnes Plaza Remodel – Basic Schematic



1 PROPOSED PLAN B  
SCALE: 1" = 10'-0"