

**REQUEST FOR QUALIFICATIONS
No. 2024-0001**

**ARCHITECTUAL SERVICES FOR RENOVATIONS
FOR AGNES PROJECT**

**3733 S PORT
CORRPUS CHRISTI, TEXAS 78415**

1221-1235 AGNES

DUE DATE: FEBRUARY 9, 2024 – 3:00 PM



**Mike Davis, Chief Executive Officer
Mark Hendrix, Deputy Chief Executive Officer**

**Central Administration Building
3733 S Port
Corpus Christi, Texas 78415
Email: mdavis@ncmhid.org
Phone: 361-886-6900
Fax: 361-886-1379**

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**IF YOU NEED A HARD COPY OF THIS RFQ IN A LARGER PRINT, CONTACT
FRANCES RIOS AT (361) 886-6900.**

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NOTICE TO PROPOSERS

Nueces County Mental Health and Mental Retardation Community Center DBA Nueces Center Mental Health and Intellectual Disabilities (NCMHID) is a governmental entity seeking proposals for architectural services as described herein, relating to **Attachment A-1** hereto, a draft floor plan of the renovations. Chief Executive Officer (CEO/Purchasing Agent) Mike Davis will receive sealed proposals for a request for qualifications for professional architectural services (RFQ No. 2023-0002) **not later than 3:00 PM on February 9, 2024**. Proposals shall be certified as good for thirty (30) days from the Due Date.

A copy of the RFQ may be viewed online at www.ncmhid.org or www.publicpurchase.com and is available at the Administration Building B located at 3733 S Port, Corpus Christi, Texas 78415 during regular working hours from 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM or call 361-886-6900.

Prospective proposers may take a tour of the Agnes Building to be renovated at 10:00 AM on **January 17, 2024**. RSVP to Frances Rios at (361) 886-6900. Meet at 1231-1235 Agnes, Corpus Christi, TX 78404. Participation in the tour is optional.

All inquiries must be submitted via email to the attention of CEO/Purchasing Agent Mike Davis at mdavis@ncmhid.org no later than 2:00 PM (CST) on Wednesday, January 17, 2024. The email's subject line should read: Inquiry regarding RFQ 2024-0001. No oral inquiries will be accepted. All responses and explanations will be sent to all known proposers as an amendment to the RFQ and must be included in your response. To receive addenda, email your request to CEO/Purchasing Agent Mike Davis at mdavis@ncmhid.org.

Each proposer shall furnish all the information required by the RFQ. The responses to all questions collectively shall constitute the proposal together with all required certifications. The proposal and certifications must be signed by an authorized agent with evidence of his/her authority and confirmation that the offer is good for 30 days from the Due Date.

Sealed proposals will be accepted at the offices of NCMHID, Administration Building B at 3733 S Port, Corpus Christi, Texas 78415, until February 9, 2024, and shall be opened at 3:30 PM on February 9, 2024, in the Executive Conference Room at the Administration Building B located at 3733 S Port, Corpus Christi, Texas 78415.

Emailed submissions are NOT authorized. Proposals should be mailed or hand-delivered, personally or by a recognized ground delivery service.

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INSTRUCTIONS TO PROPOSERS

1. NATURE OF PROJECT

NCMHID is seeking the services of a licensed professional Architect, Architectural firm registered in the State of Texas, or Project Management Firm. NCMHID reserves the right to split the award among multiple proposers. NCMHID is requesting proposers submit their qualifications to provide architectural services to renovate/remodel NCMHID’s current Agnes Building located at 1231-1235 Agnes in Corpus Christi into what is currently being referenced as a One Agnes (the “Project”). The proposed floor plan for the project is **Attachment A-1**. The Project is intended to convert the Building into a centralized “one stop” service for individuals with mental health and intellectual disabilities.

All work and agreements will also be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidelines) found at Title 2 CFR Part 200. Consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information.

2. DELIVERY OF PROPOSAL

All forms in the responsive Proposal Packet must be completed, signed by an authorized agent with evidence of his/her authority and confirmation that the offer is good for 30 days from the Due Date, dated, and delivered by mail, hand delivery, or delivery service by the Due Date/Time shown below.

Use two envelopes. Deliver **one (1) signed original proposal)which includes the required forms), three (3) hard copies, and one (1) electronic copy in .PDF format on a USB Flash drive** enclosed in a sealed envelope plainly marked with proposer’s name and address and “Proposal for RFQ No. 2024-0001: Architectural Services for Agnes.” Include the sealed enveloped inside another envelope addressed to:

NCMHID
Attn: Mike Davis
Chief Executive Officer
3733 S Port, Administration Building B
Corpus Christi, Texas 78415

Proposal Due Date/Time:

All proposals must be received in the Central Administration Building not later than **3:00 PM on February 9, 2024**. Proposals will be opened at 3:30 PM on the Due Date , Administration at 3733 S Port, Corpus Christi, Texas 78415.

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3. ELIGIBILITY AND EVALUATION CRITERIA

For a proposer to be eligible for award of the Contract, the proposal must be responsive to the RFQ and NCMHID must be able to determine that the proposer is capable and responsible to perform the Contract requirements satisfactorily. Responsive proposals are those complying with all material aspects of the RFQ. **Proposals which do not comply with all the terms and conditions of the RFQ will be rejected as non-responsive.**

In the proposal at Tab 2, address whether the proposer can meet each of the following minimum requirements to be eligible to vie for the contract:

- A. Have adequate financial resources as required during the performance of the Contract.
- B. Have a satisfactory record of past performance.
- C. Have the necessary management and technical capabilities to perform.
- D. Be qualified in Texas to perform the Contract required by this RFQ.
- E. Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations and not be debarred.
- F. Agree that signing and submitting a proposal is certifying that proposer is NOT on the U.S. Comptroller General’s list of ineligible contractors.

Proposer is expected to submit written evidence verifying that it meets the minimum criteria necessary to be determined to be a responsible proposer. Refusal to provide the requested information shall result in the proposer being declared not responsible and the proposal shall be rejected.

As deemed appropriate in the proposal, discuss why the proposal should be ranked the highest based on the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications and General Experience	60
Work Performance	25
Capacity to Perform	15
<hr/>	
Total	100

In making the award, the highest ranked proposer will be considered by NCMHID for negotiations. However, 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 others. A record of nonperformance or poor performance may disqualify an otherwise qualified proposer.

4. PROPOSAL SUBMISSION REQUIREMENTS

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In addition to the requirements in Part 3 above to verify eligibility and discuss qualifications under the ranking criteria, proposers must follow all formats and address all portions of the RFQ and use the following format:

Proposal Format:

Cover Page

Cover Letter

Tab 1 – Table of Contents

Tab 2 – General Information

Tab 3 – Statement of Qualifications

Tab 4 – Management of Project

Proposal Format and Content Instructions:

Cover Page – Include the name of proposer’s firm/corporation/partnership/sole proprietor/joint venture/etc., address, telephone number, web address, name of contact person, email address, and the title of the RFQ. On the cover page, mark each set as “ORIGINAL” or “COPY.”

Cover Letter – As previously explained in Part 3, proposer shall identify eligibility, experience, and qualifications of its firm or group to provide architectural services for the Project Scope of Work in a cover letter, including the name of all persons who will participate in the Project for proposer, each of their titles or positions in the firm, and whether they are licensed in the State of Texas. Provide a copy of the license documentation for all persons who will work on the Project. The letter must be signed by an individual who is legally authorized to bind the proposer contractually and certify that all statements in the letter and proposal are true and correct and attest that the proposal is good for 30 days from the Due Date.

Include a written assurance that no member, officer, or employee of the proposer or its designees or agents exercising any functions or responsibilities with respect to the Project have any personal financial interest, direct or indirect, in any contract, subcontract, or proceeds thereof, for work to be performed in connection with the Project.

Tab 1 – Table of Contents – Identify each major section tab and the corresponding page number. All pages must be numbered.

Tab 2 – General Information

- a. Include proposer’s current name and legal status (i.e., firm, corporation, partnership, sole proprietor, joint venture, etc.), mailing address, phone number, web address, and the name, phone number and email address of the proposer’s contact person.
- b. Include the date proposer began business, any other legal names it has used or does use, and the dates associated with doing business under all past and present names.
- c. Include each name, whether individual or entity.

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- d. Provide the location from where this Project will be managed.
- e. Provide a list of current customers (contact names and numbers) in the Corpus Christi area.
- f. Provide the proposer’s audited financial statements for the past three years.
- g. If the proposer is a Joint Venture, a complete, fully signed, copy of the current Joint Venture agreement must be submitted showing all signatures of the joint venturers.

Tab 3 – Statement of Qualifications

- A. Provide a brief history of the proposer entity and/or individual(s), including general background, knowledge of and experience working with relevant agencies.
- B. Provide related experience in federally funded construction projects and the specific project type referenced in this RFQ. See Scope of Work.
- C. Provide a description of work performance and experience as it relates to this RFQ including a list of at least three (3) references from past local government clients.
- D. Provide resumes of key executive personnel and staff who will be assigned to execute the terms of the proposal, including subcontract personnel. Include the resume(s) of the individual(s) who will be directly responsible for the management and delivery of the proposed work. Resumes should describe each person’s qualifications and experience as they relate to this Project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

Tab 4 – Management of Project

- A. Clearly identify who will have primary responsibility for architectural services as listed in this RFQ under Scope of Work including providing updates to the CEO/Purchasing Agent and/or NCMHID Board of Trustees and other special services deemed necessary to the Project.
- B. Indicate how responsibility and coordination will be assigned for the timely review of items noted in Scope of Work.
- C. Identify and attest to the ability to incorporate this Project into existing workloads while adhering to schedules and completing all phases in a timely manner.

5. SCOPE OF WORK

Generally, the Agnes Building will be converted into what is being referred to as One Agnes “One Stop” Center with the following specificity, as per **Attachment A**.

Services to be Provided by Architect:

Proposer shall:

- 1. Provide all necessary contract-related architectural services for NCMHID, including, but not limited to, the following, if deemed necessary:
 - All preliminary and final design plans and specifications;

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- Obtaining all regulatory permitting;
 - Geotechnical testing and soil tests, if necessary;
 - Preparation of design plans and specifications for bid packet;
 - Construction observation and inspections (interim and final); and
 - Other special services deemed necessary to the Project.
2. Prepare, submit, or arrange for all permits, approvals, or inspections required for the work. The permits, approvals, or inspections shall include, but not be limited to, the following:
 - Building permits;
 - Utility permits;
 - Americans with Disabilities submissions and approvals; and
 - Asbestos inspections.
 3. Perform survey of existing site and facilities.
 4. Perform geotechnical investigation and prepare report.
 5. Perform architectural design of new and existing facilities.
 6. Perform civil/structural engineering and design.
 7. Perform MEP engineering and design.
 8. Perform Landscape Architectural design.
 9. Prepare project specifications.
 10. Prepare construction documents.
 11. Assist NCMHID with bidding documentation, meetings, and administration.
 12. Provide construction management and inspection services.

6. INSURANCE AND LIABILITY

The following is a list of insurance coverage which may be required as part of the resulting Contract. **Please discuss the proposer's ability to provide each of such coverages.** Copies of all required insurance policies shall be promptly furnished to NCMHID upon execution of the Contract. The proposer shall not commence work until after the certificates evidencing required insurance coverage are provided to NCMHID. All policies shall state that the insurer shall give NCMHID thirty (30) days written notice prior to cancellation, material revision, or intention not to renew.

In the event the insurer refuses to provide NCMHID with notice as detailed, Proposer agrees to provide such notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to NCMHID, is provided.

Proposer, at his/her/its expense, shall purchase and maintain in full force throughout the term of the resulting contract for architectural services (the "Contract"), until the Project is finally completed and accepted by NCMHID, insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage. Identify the **project number** and **name** in the Certificate of Liability.

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a. **Commercial General Liability:**

Bodily Injury / Property Damage Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the Project must be provided. **NCMHID must be named as an additional insured and the policy must include a waiver of subrogation.**

b. **Automobile Liability**

All Owned Automobiles, Non-owned Automobiles including Hired Automobiles and those of independent contractors must be covered and designated on the Certificate of Insurance Form as applicable to vehicles that will be utilized on the job site. **Only those vehicles that are insured under the Certificate of Insurance are permitted on the job site. NCMHID must be named as an additional insured and the policy must include a waiver of any right of recovery under subrogation or otherwise against NCMHID.**

<u>Bodily Injury / Property Damage Per Occurrence</u>	\$1,000,000
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c. **Umbrella** (excess liability policy) or additional limits on foregoing risks

Coverage required is \$1,000,000.00. **NCMHID must be named as an additional insured and the policy must include a waiver of any right of recovery under subrogation or otherwise against NCMHID. Policy must be a Commercial General Liability “follow form.”**

d. **Workers’ Compensation Insurance Certificate**

Employer’s Liability Coverage Limit: \$500,000.

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder’s rating of A, and a financial size category of Class VII. **NCMHID must be named as an additional insured and the policy must include a waiver of any right of recovery under subrogation or otherwise against NCMHID.**

e. **Professional Liability Insurance**

The policy shall protect the Proposer against claims for damages which may arise from operations under the Contract, whether such operations be by the Proposer, or the Proposer’s staff. The minimum acceptable limits of liability to be provided by such professional liability insurance shall be:

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Each <u>Occurrence</u> \$1,000,000	Annual <u>Aggregate</u> \$1,000,000
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f. **Commercial Crime Coverage**

Proposer must provide proof of the following coverages for the Project:

- Form A, Employee Dishonesty: \$1,000,000
- Form B, Forgery: \$1,000,000
- Form C, Theft, Disappearance and Destruction: \$1,000,000

g. **Errors and Omissions Coverage**

Proposer shall always maintain Errors and Omissions coverage of not less than \$1,000,000. **NCMHID must be named as an additional insured and the policy must include a waiver of any right of recovery under subrogation or otherwise against NCMHID.**

h. **Performance Bond**

Proposer must purchase a performance bond that guarantees proposer will satisfactorily complete the contracted work on the Project according to the terms of the Contract by NCMHID, particularly the federal requirements. Such bond may be renewable and up to 36 months.

7. LEGAL REQUIREMENTS

Americans with Disabilities Act

All specifications and work shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder, prohibiting discrimination in employment, transportation, public accommodations, communications, and access to government programs and services against people with disabilities.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Under Title VII of the Civil Rights Act of 1964, no person shall be discriminated against on account of race, color, national origin, or sex (gender, gender identity, sexual orientation, sexual harassment, pregnancy, equal pay).

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Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict-of-interest questionnaire with the governmental entity prescribed.

A Conflict-of-Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

Drug Free Workplace Act

Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

Equal Employment Opportunity

During the performance of the Contract, the Architect agrees as follows:

- a. The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, veteran or marital status, age, or disability/handicap. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, religion, and disability/handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer agrees to post the provisions of this non-discrimination clause in conspicuous places available to employees and applicants for employment. 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.
- b. The Proposer will, in all solicitation or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, or disability/handicap.
- c. The Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Proposer will send to each labor union or representative of workers with whom Proposer has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Proposer's commitments under Section 202 of Executive Order No. 11246, as amended in 3 CFR 169 (1974), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Proposer will comply with all provisions of Executive Order No. 11246, as amended, and

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of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Proposer will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Proposer's books, records, and accounts by NCMHID and the Secretary of Labor for purposes of investigation to ascertain complaints made according to such rules, regulations, and orders.

g. In the event of the Proposer's non-compliance with the non-discrimination clauses of this Proposal and the Contract or with any of such rules, regulations, or orders, the Proposal may be disqualified and the Contract may be cancelled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11426, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

The Proposer will include provisions (a) through (g) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

h. Section 204 of Executive Order No. 11426, as amended, so that such provisions will be binding upon each subcontractor or vendor, as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the Proposer becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such requirement, the Proposer may request the United States to enter into such litigation to protect the interest of the United States.

i. 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 to terminate any portion of the 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.

Immigration Laws and Use of E-Verify

Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services under the Contract are discovered to be unauthorized aliens, then Proposer will immediately remove such personnel from performing services and shall replace such personnel with personnel who are not unauthorized alien(s).

OSHA Regulations

Proposer agrees to maintain all necessary records and to display all posters and any applicable materials for its employees in accordance with OSHA regulations.

Workers' Compensation Certification

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Proposer shall certify in writing that Proposer provides Workers' Compensation Insurance for all employees of the Proposer. The Proposer shall require all subcontractors to provide a similar certificate to the Proposer and the Proposer shall furnish such certificates to NCMHID.

A Proposer shall:

- (1) Provide coverage for its employees providing services on the Project, for the duration of the Project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements.
- (2) Provide a certificate of coverage showing workers' compensation coverage to NCMHID prior to beginning work on the Project.
- (3) Provide NCMHID, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Proposer's current certificate of coverage ends during the duration of the Project;
- (4) Obtain from each person providing services on the Project, and provide NCMHID:
 - a) a certificate of coverage, prior to that person beginning work on the Project, so NCMHID will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - b) no later than seven (7) days after receipt by the Proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- (5) Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.
- (6) Notify NCMHID in writing by certified mail or personal delivery, within ten (10) days after the Proposer knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the Project.

8. NCMHID GENERAL REQUIREMENTS

A. It is understood that NCMHID reserves the right to accept or reject in part or in whole any proposal submitted and to waive informalities for the best interest of NCMHID. The award of the Contract shall be made to the most highly qualified Proposer pursuant to Texas Local Government Code Sec. 2254.004 Contract for Professional Services of Architect, Engineer, or Surveyor.

B. NCMHID will not be liable for any costs incurred by any Proposer in preparing a response to this RFQ. Proposers submit proposals at their own risk and expense. NCMHID makes no guarantee that any services will be purchased because of this RFQ and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of NCMHID.

C. Proposers shall thoroughly examine the specifications, schedule, instructions, and all other RFQ documents. Proposers shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials and equipment required. No plea of ignorance of conditions that exist or that may thereafter exist as a result of failure to thoroughly

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examine and comprehend the requirements of the RFQ or the Contract, will be accepted as a basis for varying the requirements of or the compensation paid to the Proposer.

D. Oral explanations and oral instructions given during the pre-proposal process are not binding. Only requirements included in the RFQ and associated specifications and subsequent NCMHID-issued written addenda, if any, are binding.

E. If any proposer is in doubt as to the meaning of any part of the RFQ or the Contract, or discovers what may be considered a discrepancy, omission, or conflict in either shall immediately email NCMHID Purchasing Agent, CEO Mike Davis at mdavis@ncmhid.org. If the information is received more than five (5) calendar days before the time set for opening proposals, the CEO/Purchasing Agent shall issue a written addenda, forwarded to all prospective proposers known to NCMHID and post same at www.ncmhid.org and www.publicpurchase.com setting out any corrections to the RFQ or the Contract and/or NCMHID's interpretation thereof.

F. Any interpretations, corrections, or changes to this RFQ will be made by addenda. The CEO who is the Purchasing Agent shall issue all addenda. Addenda will be posted at www.ncmhid.org and emailed or mailed to all prospective proposers who have requested to be notified of addendum by emailing the CEO/Purchasing Agent. **Proposers must include an acknowledgement receipt of all addenda by including a signed and dated copy of all addendum, if any, in the proposal packet.**

G. **FUNDING:** Will be the sole responsibility of NCMHID, therefore anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for NCMHID extends from September 1st of each calendar year to August 30th of the next calendar year.

H. **DELIVERY OF PROPOSALS:** No proposal or modification or amendment to a proposal shall be made orally or by email, telephone, or telefax. Proposals that do not arrive at the Central Administration Building on or before the Due Date and Due Time, will not be accepted, and will be considered a late proposal.

I. **LATE PROPOSALS:** NCMHID is not responsible for non-delivery by any carrier or whether it the carrier delivers the proposal by the Due Date/Time. NCMHID cannot accept a proposal after the closing hour advertised. Proposals received by mail after the Due Date/Time will be considered non-responsive. Late proposals will not be opened until a Contract is approved, so that one copy of the proposal will be filed with the permanent file for this RFQ. NCMHID will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

J. **REVISING PROPOSALS:** NCMHID will not revise a proposal on behalf of a proposer. Proposal revisions are not allowed after the proposal opening. Proposals which have been submitted before the Due Date/Time may be revised or withdrawn before the scheduled opening time by making the desired changes in ink, including interlineations, alterations, or erasures. Then initial the changes to guarantee authenticity.

K. **WITHDRAWAL OF PROPOSALS:** A Proposal may be withdrawn by written fax, email, or mailed request received by the CEO/Purchasing Agent prior to the time fixed for proposal opening.

L. **PROPRIETARY MATERIAL:** All **PROPRIETARY** information must be clearly marked and identified as such. Failure to mark it as proprietary information may result in the information

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being released to the public. NCMHID takes no responsibility for determining whether information is proprietary. All other information submitted is subject to release under an open records request made pursuant to the Texas Public Information Act or other applicable federal law.

M. **CONFIDENTIAL MATERIAL:** All material that proposer considers confidential in nature must also be clearly marked as such and will be treated as confidential by NCMHID to the extent allowable in the Texas Public Information Act.

N. **PROPOSAL PROCESS:** The outside envelope of the proposals will be opened but to avoid disclosure of the proposal contents to competing proposers, the inner envelope will be opened by the CEO/Purchasing Agent with the proposal review committee and kept secret until a Contract is awarded. All proposals submitted will be open for public inspection after the Contract is awarded, **except for clearly marked and identified trade secrets and confidential information contained in the proposal.** Discussions may be had with responsible proposers who submit proposals determined reasonably susceptible of being selected for award. Proposers will be accorded fair treatment with respect to an opportunity for discussion proposals. Revisions may be permitted after submission and before award for the purpose of obtaining the best and final offer.

O. **NON-RESPONSIVE PROPOSALS:** A proposal that has one or more of the deficiencies listed below is non-responsive and will not be considered.

1. The proposal is not signed by the person or persons authorized to bind the proposer to a contract.
2. The proposal does not contain the requirements requested in the Proposal Submission Requirements.
3. The proposal was not in the hands of the CEO/Purchasing Agent as of the Due Date/Time and at the location specified in the advertisement and RFQ.
4. The proposer submits more than one proposal, under the same or different name, for a specific proposed contract. (A Proposer may submit a proposal and participate as a material supplier, subcontractor, or both to any or all Proposers contemplating submitting a proposal for this work).

P. **TIE PROPOSALS:** If two responsible proposers submit the lowest and best proposal, NCMHID shall decide between the two by drawing lots in a manner prescribed by the CEO/Purchasing Agent.

Q. **AWARD OF CONTRACT:** NCMHID reserves the right to reject any or all proposals, to accept the proposal or proposals it considers most advantageous, to waive irregularities or formalities in proposing, and to hold all proposals for thirty (30) days after the date scheduled for opening such proposals. The award of this contract shall be made to the most highly qualified proposer(s) pursuant to Texas Local Government Code, Sec. 2254.004 CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER OR SURVEYOR. The proposer whose proposal is accepted by NCMHID under the RFQ shall within ten (10) days after receipt of notice that the proposal has been accepted, execute a Contract with NCMHID.

R. **PROTESTS:** Protests before award must be submitted in writing to the CEO/Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be

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submitted within ten (10) calendar days after award. Protests must include, at a minimum, the name of protester, RFQ number and description of goods or services, and a statement of grounds for protest. Protests received in writing will be forwarded to the CEO/Purchasing Agent for processing. A response will be provided in writing to the protestor.

S. **AWARD OF CONTRACT:** The proposal, accompanying documents, and a contract containing any negotiated terms, when properly executed and signed by NCMHID, shall constitute a contract equally binding between the successful proposer and NCMHID.

T. **CONTRACT CHANGES:** No oral statements of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All change orders to the Contract will be made in writing and approved by NCMHID.

U. **ASSIGNMENT OF CONTRACT:** The services to be performed by proposer shall not be sold, assigned, sublet, or transferred nor shall the proposer assign any monies due or to become due to proposer under any Contract entered, in whole or in part, without the written consent of NCMHID pursuant to these specifications.

V. **TERMINATION FOR DEFAULT:** NCMHID reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of NCMHID in the event of breach or default of the Contract. NCMHID reserves the right to terminate the Contract immediately in the event the successful proposer fails to perform in accordance with the accepted proposal. Breach of contract or default authorizes NCMHID to award to another proposer, retain services elsewhere, and charge the full increase in cost to the defaulting proposer.

W. **EXCEPTIONS AND SUBSTITUTIONS:** All proposals meeting the intent of this RFQ will be considered for negotiations. Proposers taking exception to the specifications or offering substitutions shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the proposer shall be responsible for performing in strict accordance with the specifications of the RFQ. NCMHID reserves the right to accept any or all or none of the exceptions and/or substitutions as it deems to be in its best interest.

X. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Y. **ETHICS:** Proposer shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, elected or appointed official, or agent of NCMHID.

Z. **GRATUITIES:** Do not offer NCMHID employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of the Contract. Termination of the Contract will be in accordance with the General Conditions.

AA. No public official shall have interest in the Contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

BB. **APPLICABLE LAWS:** The successful proposer agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate city, county, and state of Texas, as well as federal laws as they may apply, as these laws may now read or as they may

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hereafter be changed or amended, which shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though written out in full.

CC.VENUE: The Parties herein agree that the Contract shall be enforceable in Nueces County, Texas.

DD.HOLD HARMLESS AGREEMENT: The successful proposer shall defend, indemnify, and save harmless NCMHID and all its officers, agents, and employees from all suits, actions, or other claims of any character, and description brought for or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful proposer, or its agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. The successful proposer shall pay any judgement with cost that may be obtained against NCMHID growing out of such claims.

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ATTACHMENT A-1
PROPOSED PROJECT FLOOR PLAN

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ATTACHMENT A-2
SERVICES TO BE PROVIDED BY NCMHID

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ATTACHMENT A-2
SERVICES PROVIDED BY NCMHID

NCMHID and the selected Firm shall negotiate the terms of the resulting contract. This list is provided as a sample only and is subject to change. Reference Article 5 Owner's Responsibilities as listed in AIA Document B 101-2017, a sample of which is attached hereto as Attachment A, including but not limited to:

- Providing any previous plans regarding the improvements to the proposed Project Site.
- Assist the Firm with information required for any permit submissions.
- Provide access to the Project Site for the duration of the Project.

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ATTACHMENT A-3
SERVICES TO BE PROVIDED BY THE FIRM

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ATTACHMENT A-3
SERVICES PROVIDED BY THE FIRM

NCMHID and the selected Firm shall negotiate the terms of the resulting contract. This list is provided as a sample only and is subject to change.

The Firm selected shall provide contract-related architectural services for NCMHID, as listed in **Article 3 – Firm’s Basic Services in AIA Document B 101-2017**, a sample of which is attached hereto as Attachment A, including but not limited to:

- Usual and customary design, structural, mechanical, and electrical engineering services.
- Construction observation and inspections (interim and final).
- Monitor Project Schedule to complete construction and submittals by completion date; review the construction planned schedule and compare it to the actual construction progress to ensure construction is on schedule and is being executed timely; and report any concerns to NCMHID.
- Attend Progress Meetings.
- Provide weekly summary update report to NCMHID.
- Monitor submittal process.
- Monitor Request for Qualifications, Proposals, Bids, and /or information process.
- Review and make recommendations on payment of Contractor Payment Applications.
- Coordinate Change Order Management process with General Contractor.
- Coordinate NCMHID-provided items for contactor(s) installation.
- Attend the final walkthrough.
- Prepare Punch Lists.
- Coordinate with contactor(s) to ensure all punch list items are completed timely.
- Provide updates to NCMHID as requested.
- Article 4 – Supplemental Services as negotiated in AIA Document B 101-2017.
- Other special services deemed necessary to the Project.

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ATTACHMENT A-4

WORK SCHEDULE

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ATTACHMENTA-4
WORK SCHEDULE

<u>TASK/ASSIGNMENT</u>	<u>WORKING DAYS</u>
Pre-Design	45
Design	45
Bid Phase	90
Construction	<u>360</u>
TOTALS	<u>540</u>

- NCMHID reserves the right to amend the dates described herein prior to completion of final contract negotiations.

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ATTACHMENT A-5

PAYMENT SCHEDULE

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ATTACHMENT A-5
PAYMENT SCHEDULE

NCMHID shall reimburse the Firm for basic architectural services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<u>MILESTONE</u>	<u>% Of Contract Fee</u>
Approval of preliminary architectural plans and specification by NCMHID	20%
Approval of plans and specifications by NCMHID	30%
Completion of bid advertisement and general contractor award	20%
Completion of construction staking	10%
Completion of final closeout assessment and submittal of “as built” plans	10%
Completion of final inspection and acceptance by NCMHID	<u>10%</u>
TOTALS	<u>100%</u>

NOTE: Percentages of payment listed here are general guidelines based on architectural services typically provided. These are negotiable and should serve only as a guide.

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ATTACHMENT A-6

WORK AUTHORIZATION

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ATTACHMENT A-6
WORK AUTHORIZATION

This Work Authorization is issued in accordance with the Architectural Services Contract, dated _____
Between NCMHID and _____

Work Task: _____

Cost: _____

Deliverables: _____

Completion Date: _____

Firm Representative _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____