



# MHSD

METROPOLITAN HUMAN  
SERVICES DISTRICT

3100 General DeGaulle Drive • New Orleans, Louisiana 70114  
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## **REQUEST FOR PROPOSALS**

Renovation of and Addition to MHSD St. Bernard Behavioral Health Center  
located at 6624 St. Claude Ave., Arabi, Louisiana 70032

Proposal Due Date: **November 11, 2019**  
Proposal Opening Time: 3:00 p.m. CST

Metropolitan Human Services District

(Date of Issuance:) **October 18, 2019**



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## Glossary

**Must:** Denotes a mandatory requirement

**Redacted Proposal:** The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes

**Shall:** Denotes a mandatory requirement

**Should:** Denotes a preference, but not a mandatory requirement

**Will:** Denotes a mandatory requirement

**MHSD:** Metropolitan Human Services District



## I. GENERAL INFORMATION ABOUT RFP

### A. Background

Metropolitan Human Services District (MHSD) is a public agency committed to enhancing the quality of life for individuals, youth and families faced with the challenges of behavioral health disorders, addictive disorders and Intellectual and developmental disabilities. MHSD offers a comprehensive and dynamic system of services that effectively influences the direction and quality of community-based human services through patient-centered care. To this end, the continuum of care provides evidence and research-based prevention, early intervention, treatment and recovery support services both directly and through community collaborations.

### B. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified licensed contractors to make the required renovation and an addition to, as detailed herein, our St. Bernard facility located at 6624 St. Claude Avenue in Arabi.

### C. Applicant Contractor Eligibility

Qualified firms must be licensed in the State of Louisiana, and must have comparable and verifiable experience in renovation of commercial facilities, and shall have been in business for no less than five (5) years.

Any applicant vendor that cannot demonstrate its ability to meet these eligibility criteria will not be considered for review.

### D. Geographic Area to be Served

Applicant will perform services in St. Bernard parish only.

### E. Target Location

Metropolitan Human Services District - St. Bernard Behavioral Health Center located at 6624 St. Claude Avenue, Arabi, Louisiana, 70032.

### F. RFP Coordinator

Requests for copies of the RFP and written inquiries must be directed to the RFP Coordinator listed below:

Steven Farber  
Deputy Director/General Counsel  
Metropolitan Human Services District  
3100 General DeGaulle Drive  
New Orleans, Louisiana 70114  
E-Mail: [Steven.Farber@mhsdla.org](mailto:Steven.Farber@mhsdla.org)

Fax: (504)568-3134



A copy of the RFP will be published for review and downloading on the MHSD website under the “Public Notices” section of the website, <http://www.mhsdla.org/>.

All communications between Proposers and other MHSD staff members concerning this RFP are strictly prohibited and not binding. Failure to comply with these requirements may result in proposal disqualification.

#### G. Schedule of Events (MHSD reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Request for Proposal Notification Posted	October 18, 2019
Pre-Proposal Meeting and Site Tour *	October 28, 2019, 9:00 AM
Vendor inquiry/questions submitted	October 18 - 31, 2019
Responses from Designers/Owners	November 4, 2019
Deadline for RFP Submission	November 11, 2019, 3:00 PM
Bids Opened	November 11, 2019
Award announced	November 14, 2019
Contract signed	November 21, 2019
Project commences	December 2, 2019
Project Completion Date	November 2, 2020

*NOTE: All times are Central Standard Time zone. MHSD reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum, supplement and/or amendment to the RFP. These will be posted at the following web address: [www.mhsdla.org](http://www.mhsdla.org). It is the responsibility of the Proposer to regularly monitor any changes to the RFP on the website referenced above.*

RFP Coordinator, Project Coordinator and Project Architect will be available to answer any questions that will enable candidates to prepare an accurate and complete proposal.

#### H. Proposer Inquiries

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the request for proposal and to submit any written questions relative thereto. Without exception, all questions MUST be in writing to the RFP Coordinator and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any MHSD employee, board member or consultant. Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Answers to all questions and any other changes or clarifications to the solicitation will be posted on the MHSD website, and it is the responsibility of the Proposer to check the website regularly.



Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the RFP Coordinator listed in Section F. above.

#### I. Errors and Omissions in Proposal

MHSD will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: MHSD reserves the right to make corrections or clarifications due to patent errors identified in proposals by MHSD or the Proposer. MHSD, at its option, has the right to request clarification or additional information from the Proposer.

#### J. Changes, Addenda, Withdrawals

MHSD reserves the right to change the calendar of events or issue Addenda to the RFP at any time. MHSD also reserves the right to cancel or reissue the RFP.

In the event it becomes necessary to revise any portion of the RFP for any reason, MHSD shall post changes, addenda, supplements, and/or amendments to the following web address: <http://www.mhsdla.org>. MHSD is not responsible for a Proposer's failure to download any addenda or documents required to complete the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal submission deadline, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### K. Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal submission deadline. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to MHSD.

#### L. Proposal Submission

All proposals shall be received by MHSD no later than the date and time shown in the Schedule of Events. The proposal must be comprehensive and address all elements requested in the Proposal Requirements. To assure that the information can be readily identified, the proposal must include, but not limited to, the submission of the following signed documents:

- Attachment A - Transmittal Statement
- Attachment B – Company Experience and References
- Attachment C – Bid Submission Form





1. Mailed or Hand Delivered Proposal

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. MHSD is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Important: clearly mark the outside of the envelope, box or package with the following information and format and deliver to:

RFP for Renovation and Addition at St. Bernard Facility  
Steven Farber  
Deputy Director/General Counsel  
Metropolitan Human Services District  
3100 General DeGaulle Drive  
New Orleans, Louisiana 70114

E-Mail: [Steven.Farber@mhsdla.org](mailto:Steven.Farber@mhsdla.org)

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

2. Electronic Proposals

The proposal must be received by the RFP Coordinator no later than 4:00 pm, Central Standard Time, in New Orleans, Louisiana on the due date specified in the Schedule of Events.

Proposals must be submitted electronically as an attachment to an e-mail to [Steven.Farber@mhsdla.org](mailto:Steven.Farber@mhsdla.org), the RFP Coordinator. Attachments to the e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by MHSD and cannot be used for submissions of proposals. The cover submittal letter must have a scanned signature of the individual within the organization authorized to bind the Contractor to the offer. MHSD does not assume responsibility for problems with Contractor's e-mail. If MHSD's e-mail is not working, appropriate allowances will be made. Failure to meet the proposal deadline date and time shall result in rejection of the proposal.

Proposals shall be opened publicly and only Proposers submitting proposals shall be identified aloud. Prices shall not be read.

Proposals may not be transmitted using facsimile transmission. Any proposal transmitted via facsimile shall be rejected.



3. Number of Response Copies

Each Proposer shall submit one (1) signed original response. Three (3) additional copies of the proposal must also be provided to MHSD. If three additional copies are not provided, the proposal will be considered non-responsive and will not be reviewed. Proposals should be on standard 8 ½" X 11" paper, one-side only, double spaced with one inch margins. Applications in binders, spiral notebooks, folders or covers will NOT be accepted. Please secure all applications using a binder clip, rubber band or paper clip only.

4. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are required. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5. Public Records Act

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. MHSD is a political subdivision of the State of Louisiana, and thereby bound by the Public Records Act. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this request for proposals shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following paragraph, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in the pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, MHSD shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit MHSD's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data, shall be specifically identified and marked "CONFIDENTIAL".



Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, MHSD will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify MHSD and hold MHSD harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order MHSD to disclose the information. If the owner of the asserted data refuses to indemnify and hold MHSD harmless, MHSD may disclose the information.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

## II. STANDARD PROVISIONS

### A. Fraud and Abuse

The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

### B. Subcontracting

The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of MHSD. The Contractor shall not substitute any subcontractor without the prior written approval of MHSD. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

### C. Insurance Requirements

Contractor shall furnish MHSD with certificates of insurance effecting coverage(s) required by the contract. The certificates for each insurance policy are to be signed by a person authorized by



that insurer to bind coverage on its behalf. The certificates are to be received and approved by MHS D before work commences. MHS D reserves the right to require complete certified copies of all required policies, at any time.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with MHS D for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of MHS D before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to MHS D and consented to by MHS D in writing and the policies shall so provide.

2. Workers Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract, with coverage of \$500,000 minimum limit per accident/per person/per disease. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, MHS D, and any subcontractor during the performance of work covered by the contract from claims for damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to MHS D. Such insurance shall name MHS D as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability insurance, including

Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

4. Insurance Covering Special Hazards

Special hazards as determined by MHSD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed hereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated in the contract for the Contractor.

7. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**D. Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.



Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless MHSD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of MHSD.

1. Liquidated Damages

In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce MHSD's payments to the Contractor or if the liquidated damages exceed amounts due from MHSD, the Contractor will be required to make cash payments for the amount in excess.

- a. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.

The decision to impose liquidated damages may include consideration of some or all of the following factors:

- a. The duration of the violation;
- b. Whether the violation (or one that is substantially similar) has previously occurred;
- c. The Contractor's history of compliance;
- d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
- e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

#### E. Term of Contract

The contract shall commence on or near November 21, 2019 and end at conclusion of the construction project estimated to be on or about November 02, 2020.

#### F. Payment

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the MHSD Executive Director.

#### G. Contract Termination

1. Termination of the Contract for Cause

MHSD may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its



performance obligations pursuant to the contract, provided that MHSD shall give the Contractor written notice specifying the Contractor's failure.

2. Termination of the Contract for Convenience

MHSD may terminate the contract at any time by giving ten (10) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3. Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 38 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. If MHSD receives mid-year or other budget cuts, or cuts mandated by the Governor, MHSD may terminate the contract by giving thirty (30) days written notice to the Contractor.

#### H. Non-negotiable MHSD Contract Terms

Non-negotiable MHSD contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### I. Taxes

Any taxes, other than state and local sales and use taxes, from which MHSD is exempt, shall be assumed to be included within the Proposer's cost.

#### J. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, MHSD reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### K. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. MHSD shall consider the selected



Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### L. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of MHSD. The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of MHSD. The contract shall not substitute any subcontractor without the prior written approval of MHSD. For subcontractors, before commencing work, the Contractor will provide a letter of agreement, contracts of other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

- The subcontractor will provide a written commitment to accept all contract provisions.
- The subcontractor will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

#### M. Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### N. Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

#### O. Audit of Records

MHSD, the State legislative auditor, federal auditors or others so designated by MHSD shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law (whichever is longer). Records shall be made available during normal working hours for this purpose.





#### P. Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### Q. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of MHSD and shall, upon request, be returned by Contractor to MHSD, at Contractor's expense, at termination or expiration of the contract.

#### R. Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### S. Substitution of Personnel

MHSD intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to MHSD for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### T. Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana. Any claims or controversies shall be resolved in accordance with the Louisiana Public Bid Law, Louisiana RS 38:2234, et seq.

### III. PROPOSALS

#### A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. MHSD shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by MHSD.

1. Contact After Solicitation Deadline

After the date for receipt of proposals, no Proposer-initiated contact relative to the solicitation will be allowed between the Proposers and MHSD until an award is made.

2. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by MHSD to award a contract or contracts. MHSD reserves the right to reject any or all proposals received in response to this solicitation.

3. Award Without Discussion

MHSD reserves the right to make an award without presentations by Proposers or further discussion of proposals received.

4. Proposal Cost

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

5. Ownership of Proposal

All proposals become the property of MHSD and will not be returned to the Proposer. MHSD retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

6. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, MHSD reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

7. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. MHSD shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

8. Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, MHSD



reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance MHS D's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

9. Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

## B. Project Overview

### Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified contractors to make the required renovations of and addition to areas as detailed herein, at our St. Bernard facility located at 6624 St. Claude Avenue in Arabi, Louisiana.

### Scope of Work

The scope of this project as documented in the St. Bernard Behavioral Health Center 100% construction documents, drawings, and project manual (10/15/19) includes:

- Site modifications including utilities, drainage, parking, hardscape, landscape, irrigation, lighting, and fencing.
- New building addition
- Renovation of existing building
- Signage

The construction document drawings and project manual for this project as created by studioWTA APE are attached to this RFP as Attachments D & E respectively. The successful proposer shall be required to complete the renovation and addition as outlined in the attached project specifications.

## C. Proposal Requirements

### **Proposal Submission Information Requirements**

To be complete, a response to this RFP must include:

- *Company Experience*



A statement of Contractor’s experience and qualifications to provide commercial construction services. Include a general overview of your company or business, to include:

- Size and age of company
- References from three (3) current projects similar in scope and size to this project. Indicate the type of business (i.e. – library, school, medical, business offices, retail, etc.). MHS D reserves the right to contact these clients and schedule a site visit to assess the quality of services provided.
- *Personnel Experience*  
Please attach resumes for management team who will be assigned overall contract and project responsibility for this / these contract(s). Include contact information, including phone number.

**Pricing information**

MHS D is looking for the best-value proposal that meets the needs of the agency to include all cost aspects of service. All proposals must include an itemized budget detailing proposed costs to complete the tasks described in the project scope and the project specification plans detailed in Attachments D and E. All costs and fees must be clearly described as outlined in the bid submission form Attachment C.

**Warranty Information**

Please include details of warrantied items.

**D. Proposal Format**

1. An Item-by-Item response to the Request for Proposals is requested.  
There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.
2. Requested Proposal Outline:
  - a. Introduction/Administrative Data
  - b. Work Plan/Project Execution
  - c. Relevant Business Experience
  - d. Personnel Qualifications
  - e. Additional Information
  - f. Business Financial Condition

**E. Proposal Content**

Proposals shall be based only on the material contained in this RFP.

1. Proposals should include information that will assist MHS D in determining the level of quality and timeliness that may be expected. MHS D shall determine, at its sole discretion,

whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist MHSD in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

2. Proposals should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements.
4. Introduction/Administrative Data
  - a. The introductory section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of MHSD in New Orleans. It should further cite its ability to satisfy provisions of the RFP.
  - b. The Proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP.
  - c. This section should also include the following information:
    - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel;
    - ii. Name and address of principal officer;
    - iii. Name and address for purpose of issuing checks and/or drafts;
    - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
    - v. If out-of-state Proposer, give name and address of local representative; if none, so state;
    - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date;
      - ii. If the Proposer was engaged by MHSD within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and,
      - iii. Proposer's state and federal tax identification numbers.
  - d. The following information must be included in the proposal:
    - i. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.



- ii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date.
- iii. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

5. Cost and Pricing Analysis

- a. The services provided will be paid through fee-for-service using the rate approved by the CONTRACTOR and MHSD.

## IV. Evaluation Process and Contracting

### A. Review Committee

Evaluations will be conducted by a Proposal Review Committee.

### B. Scoring

Scoring will be based on the highest rates proposal based on the evaluation criteria.

### C. Evaluation Criteria

- A. Evaluations will be conducted by a Proposal Review Committee.
- B. The Proposal Review Committee will conduct an evaluation of qualifications and will rate each submittal based upon the following criteria:
  - Experience
  - Understanding of services to be provided
  - Personnel expertise
  - Project approach/work plan
  - Ability to provide requested services
  - Value and cost
  - References

### D. Announcement of Award

MHSD will award the contract to the Proposer with the highest graded proposal and deemed to be in the best interest of MHSD.

Upon review and approval of the award, MHSD will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of MHSD, the District may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.



### E. Contract Award and Execution

MHSD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda and the proposal of the selected Contractor(s) will become part of any contract initiated by MHSD.

Proposers should address the specific language in the RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, MHSD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

MHSD may award to a single Proposer or to multiple Proposers.

### F. Contract Negotiations

If for any reason, the Proposer(s) whose proposal(s) are most responsive to MHSD's needs, evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and MHSD may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.



## ATTACHMENT A Transmittal Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. MHSD requests that the Proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

Date  
Official Contact Name  
Email Address  
Fax Number with Area Code  
Telephone Number  
Street Address  
City, State, and Zip

Proposer certifies that the above information is true and grants permission to MHSD to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature:  
Typed or Printed Name:  
Title:  
Company Name:





**ATTACHMENT B**  
**Company Experience and References**

**COMPANY EXPERIENCE**

**1. Size (Quantity each of FT / PT / Temporary Employees) and Age of Company**

# of FT Employees: \_\_\_\_\_ # of PT Employees: \_\_\_\_\_ # of Temp. Employees: \_\_\_\_\_

Age of Company: \_\_\_\_\_

**2. List of three (3) references from customers with similar scope to this project.** Indicate the type of business (ie – library, school, medical, business offices, retail, etc.). MHSD reserves the right to contact these clients and schedule a site visit to assess the quality of services provided. Use additional page if needed titled "References."

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed \_\_\_\_\_

\_\_\_\_\_

**PERSONNEL EXPERIENCE**

Please describe the qualifications of the proposed project team and attach their résumés. Include contact information, including phone numbers.



ATTACHMENT C  
Bid Submission Form

**St. Bernard Behavioral Center  
6624 St. Claude Ave.  
Arabi, Louisiana 70032**

To Whom It May Concern:

Having carefully examined the (1) proposed Contract Documents and (2) the premises and conditions affecting the work, the undersigned acknowledges and confirms the representations, warranties and obligations of the Contractor in the Instruction to Bidders and proposes to furnish all services, supervision, labor, materials, tools and equipment required by them in accord with the proposed Contract Documents, for the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, which sum is hereafter called the "BASE BID".

Contractor delivers herewith the attached Bidder Qualifications and Exceptions. Contractor certifies that it is licensed under La. R.S. 37:2150-2163;

License No. \_\_\_\_\_.

Respectfully Submitted,

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Seal



## SUBCONTRACTORS AND VENDOR LIST

Electronic Submittal Service: \_\_\_\_\_

Pile Driving: \_\_\_\_\_

Masonry: \_\_\_\_\_

Architectural Woodwork: \_\_\_\_\_

Wood Framing: \_\_\_\_\_

Steel Framing: \_\_\_\_\_

Roofing and Sheet Metal: \_\_\_\_\_

Doors: \_\_\_\_\_

Windows: \_\_\_\_\_

Gypsum Board: \_\_\_\_\_

Flooring Systems: \_\_\_\_\_

Painting/Wallcovering: \_\_\_\_\_

Mechanical System: \_\_\_\_\_

Electrical: \_\_\_\_\_

Fire Alarm: \_\_\_\_\_



**BID SUBMISSION FORM ATTACHMENT**  
**BID BREAKDOWN**

**Division 1: General Requirements**

-Electronic Submittal Service \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

**Division 2: Existing Conditions**

- Demolition Interior \$ \_\_\_\_\_  
- Demolition Exterior \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

**Division 3: Concrete**

-Concrete Work \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**Division 4: Masonry**

-Restoration Work \$ \_\_\_\_\_  
-New brick Veneer Assemblies \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**Division 5: Metals**

-Structural Steel \$ \_\_\_\_\_  
-Metal Decking \$ \_\_\_\_\_  
-Acoustic Metal Decking System \$ \_\_\_\_\_  
-Cold Formed Metal Framing \$ \_\_\_\_\_  
-Metal Fabrications \$ \_\_\_\_\_  
-Metal Railings \$ \_\_\_\_\_  
-Roof Access Ladder \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_



Division 6: Woods and Plastics

-Rough Carpentry	\$ _____	
-Heavy Timber Construction	\$ _____	
-Wood Trim + Finish Carpentry	\$ _____	
-Wood Ceiling + Wall System at Lobby	\$ _____	
-Wood Casework + Desk Assemblies	\$ _____	
Total:		\$ _____

Division 7: Thermal & Moisture Protection

-Waterproofing	\$ _____	
-Insulation/Sealants	\$ _____	
-Metal Roofing and Sheet Metal	\$ _____	
-SBS Roofing Systems	\$ _____	
-Expansion Joint Assemblies	\$ _____	
Total:		\$ _____

Division 8: Doors and Windows

-Hollow Metal Door Frames	\$ _____	
-Wood Doors	\$ _____	
-Hardware	\$ _____	
-Exterior Storefront Repairs	\$ _____	
-New Exterior Storefront Assemblies	\$ _____	
-New Interior Storefront Assemblies	\$ _____	
-Mirrors	\$ _____	
Total:		\$ _____

Division 9: Finishes

-Non-Structural Framing	\$ _____	
-Metal Stud Shop Dwgs	\$ _____	
-Gypsum Board	\$ _____	
-Vinyl Flooring Systems + Base	\$ _____	
-Acoustic Tile Ceiling Systems	\$ _____	
-Painting/Wallcovering	\$ _____	
-Exterior Plaster Systems	\$ _____	
-Wood Staining	\$ _____	
Total:		\$ _____



Division 10: Specialties

-Signage	\$ _____	
-Toilet and Bath Accessories	\$ _____	
-Fire Extinguishers and Cab.	\$ _____	
-Wall Protection	\$ _____	
Total:		\$ _____

Division 11: Equipment

-Appliances (Owner Provided   Contractor Installed)	\$ _____	
-Projection Screen	\$ _____	
Total:		\$ _____

Division 12: Furnishings

- Solid Surface Countertops	\$ _____	
- Quartz Countertops	\$ _____	
- Manual Roller Blinds	\$ _____	
- Automatic Roller Blinds	\$ _____	
Total:		\$ _____

Division 22: Plumbing

- Fixtures	\$ _____	
-Roof Drains	\$ _____	
Total		\$ _____

Division 23: Mechanical Systems

- Mech. Commissioning	\$ _____	
-HVAC Equipment	\$ _____	
-HVAC Piping and Sheet Metal	\$ _____	
-HVAC Controls	\$ _____	
Total		\$ _____

Division 26: Electrical

-Distribution and Equipment	\$ _____	
-Lighting Fixtures and Dimming	\$ _____	
Total		\$ _____



Division 27: Communications

-Rough In and Wiring \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Division 28: Fire and Smoke Alarm Detection Systems

Total \$ \_\_\_\_\_

Division 31: Earthwork

-Earth Moving \$ \_\_\_\_\_  
-Piling \$ \_\_\_\_\_  
-Termite Control \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Division 32: Exterior Improvements

-Metal Fencing \$ \_\_\_\_\_  
-Parking Lot \$ \_\_\_\_\_  
-Landscaping \$ \_\_\_\_\_  
-Irrigation System \$ \_\_\_\_\_  
-Erosion Control \$ \_\_\_\_\_  
-Site Furnishings \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Division 33: Utilities

-Storm Drainage \$ \_\_\_\_\_  
- Sanitary Sewer \$ \_\_\_\_\_  
- Water Meter and Service Upgrade \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Fee:

-Contingency \$ \_\_\_\_\_  
-Overhead \$ \_\_\_\_\_  
-Profit \$ \_\_\_\_\_  
-Insurance \$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Total Bid:** \_\_\_\_\_ \$ \_\_\_\_\_







ATTACHMENT D  
Drawings

The Drawings can be found at [HERE](#).

**(DROPBOX  
ACCESS IS REQUIRED)**



ATTACHMENT E  
Project Manual

The Project Manual can be found [HERE](#).

**(DROPBOX ACCESS IS REQUIRED)**