Appendix A



RFP 08-2022A

Architectural & Engineering Design Services Animal Welfare Center Facility - Castle Coakley

Project Description

Project Background: The St. Croix Animal Welfare Center (SCAWC) had an animal shelter facility that was destroyed by Hurricane Maria which was located in Clifton Hill. Due to zoning issues and other factors, SCAWC will be relocating and rebuilding an improved facility at a different property site. The new location of the SCAWC will be in Castle Coakley as described herein. SCAWC is seeking an Architect/Engineer to design the new home of SCAWC and the full scope of animal welfare services SCAWC provides to the community.

Project Summary: SCAWC is seeking an Architect/Engineer to design the new home of SCAWC and the full scope of animal welfare services it provides to the community through the retrofit of existing structures and new construction. The facility will include designated and functionally designed spaces for the myriad of animal shelter and low-cost veterinary center operational needs including: animal intake, dog and puppy kennels and play spaces, cat and kitten areas, adoptions, shelter medicine, low-cost veterinary center services, humane education and outreach, administration and staff work, break, and meeting spaces, laundry, storage, and parking.

Project Location: The St. Croix Animal Welfare Center's newly acquired site is at 155 Estate Castle Coakley, Christiansted, VI 00820. Lat / Long; 17.723216, -64.745439

The site:

- Sits on 5.5 acres. The spacious land will give the animals room to live, play and be walked which provides for a high humane standard of care for the animals and provides opportunity for future facility expansion as the needs of the community evolve or change.
- Has existing structures for the Clinic and Intake that can be easily and affordably retrofitted to meet the organization's needs.
- There is adequate space for new construction of the Kennel / Adoption building, storage, and parking.

Project Description: The approximate function of each building will be as follows, to be modified based on Architect's design and technical recommendations, as accepted by the SCAWC:

A. Parking Lot

The project will include building a Parking Lot(s) for staff and customer parking. Parking spots for approximately 35 cars split between Clinic, Intake, and employee parking.

B. Intake building



The project will include upgrading/retrofitting the existing 1224 square foot two bedroom cottage to function as the Animal Welfare Center – Intake Building. The building will be upgraded/retrofitted within its existing footprint. Upgrades/retrofit to include (including but not limited to):

- Electrical system, total replacement
- Plumbing system, total replacement
- Lighting including emergency lights
- Possible retrofit of roof
- Lighting including emergency lights
- Phoneline install
- Internet/data install
- Security camera install
- Restroom
- Dog runs
- Outdoor animal play area (non-covered)
- Internal doorframes and doors
- A/C install including ductwork

- Storm shutters, to prevent damage in a hurricane
- Flooring (Demo and replacement)
- Interior Paint
- Retrofit as needed for ADA compliance

C. Adoption / Kennels / Cat Room

The project will include a new construction Adoption/Kennels/Cat Room Building. The building will be approximately 40ft x 75ft, 3000 square feet and will house:

- Approximately 30 dog runs, 5ft x 12ft, with an outdoor fenced living space, guillotine doors to keep them in at night
- Cat Rooms, with play areas, litter areas, living areas
- Adoption Center
- Reception / Offices/ Employee break room
- Outdoor dog play area non-covered
- Roof extension over outdoor dog runs
- Restrooms
- Septic
- Cistern

D. Clinic



The project will include upgrading/retrofitting the existing 3625 square foot Great House to serve as the Low Cost Veterinary Clinic. The upgrades will expand the SCAWC's current clinic capacity, within the existing footprint of the Great House. Upgrades/retrofit to include (including but not limited to):

- Top floor to protect existing historic flooring
 - New non-slip medical facility floating top floor
- New sinks for exam, treatment and surgical rooms
- New air conditioning including ductwork

- New room dividers / walls for exam rooms
- Wall demo for surgery suite
- Internet/data install
- Security camera install
- Security system mainframe install
- Retrofitting existing entry room into reception area including new restroom
- Internal doorframes and doors including locks
- Lock bars on outside
- New lighting including emergency lights
- Flooring, paint and bathroom upgrade for downstairs
 - Conversion from apartment to offices
 - Flooring, lighting for downstairs office
- Build Outdoor Wheelchair ramp
- Retrofit as needed for ADA compliance

E. Gate / Fence / Light poles / Wayfinding

The project will require the design and installation of perimeter fencing including entry gates, perimeter lighting, signs necessary for wayfinding

Design Standards:

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- IBC 2021ICC 500
- ASCE 7-16
- American with Disabilities Act (ADA)
- USVI Preservation Guidelines

A/E Scope of Work:

The Architect/Engineer will be responsible for providing comprehensive A/E services throughout each phase of the project. The A/E contractor will provide the full scope of A/E services necessary for the design of a turnkey facility including furniture, fixtures, and equipment. This is to include all necessary architectural, design, and engineering disciplines required to complete the scope of work, and all related consultants are to be contracted to the awarded A/E firm. Owner shall have the right of refusal of any consultant or sub-contractor. The A/E firm will interface with existing site conditions. The A/E firm will prepare design documents for review and approval to FEMA/VITEMA at 30%, 60%, 90% and 100% of design completion, and assist with the preparation and submission of reports, plans, designs, and documents related to review, approval, and compliance with FEMA and other regulatory requirements. The architect/engineer will be a key member of the project team and will participate in meetings, presentations, consultation, and correspondence as required with internal and external project stakeholders across all phases of the project. Specific A/E Services Include:

1. Pre-Design, Programming, Analysis, Schematic Design-

- Determine architectural program, project goals, and requirement in consultation with SCAWC
- Field verification of existing site conditions;
- Provide information needed to initiate the Environmental and Historic Preservation (EHP) review, participate in the EHP review process as needed;
- Archeological Phase 1 Study;

- Preparation of Environmental Assessment Report;
- Preparation Storm Water Pollution Prevention Plan;
- Analysis/review of Territorial development regulations zoning, land-use, etc.;
- Analysis evaluating the continuous load path (CLP) for the structures to identify
 opportunities to enhance the existing CLP as needed and incorporate enhancements
 in the retrofit design of existing structures;
- Asbestos and lead paint testing and abatement planning Initiate and oversee sample collection and testing;
- Assess existing HVAC and emergency generator capacity to meet facility needs;
- Concept sketches;
- Development of schematic design;
- Submission of design documents for VITEMA/FEMA review at 30% design completion;
- Preliminary project cost estimating;

2. Design Development -

- Develop design to include mechanical, electrical, plumbing, structural, and architectural details.
- Hurricane wind retrofit design and new construction design of the buildings to include existing and new building envelopes, wind-rated and historically appropriate shutters for window openings, wind-rated storm doors, roof protection, as well as hardening gutters, downspouts and rooftop equipment, electrical and mechanical equipment);
- Submittal review and approval of mitigation product specifications, i.e., shutters, roof strapping, storm doors, etc. Consultation in mitigation product selection;
- Submittal review and approval of HVAC and emergency generator specifications and other equipment necessary for operations of the facility. Consultation in HVAC and generator product selection;
- Design specifications to include furnishings, fixtures, and equipment;
- Incorporation of security, data, communication, and IT needs of the project into design. Consultation in security, data, communication, and IT product selection;
- Project cost estimating;
- Provide information needed to complete an Environmental and Historic Preservation (EHP) review, participate in the EHP review process as needed;
- Submission of design documents for VITEMA/FEMA review at 60%, 90%, and 100% design completion

2. Construction Document Preparation –

- Final project cost estimating;
- Consultation in the FEMA Benefit Cost Analysis (cost effectiveness) process, assist in the preparation of related cost analysis documents;
- Detailed final scope of work and project schedule development;
- Preparation and submission of all construction documents;
- 3. Permitting and Procurement of Construction Firm-
 - Leading construction firm procurement including bidding and selection;
 - Stewardship of the Federal Consistency Review process
 - Preparation and submission of all necessary documents for requisite project permits

4. Construction Administration-

• Verification that construction work is compliant with building code and other requirements and that the work meets the standards that are set forth in the construction documents and design/engineering specifications

- Site visits/meetings as needed (minimum of monthly)
 Shop drawing review and approval
 Participation in threshold inspections

- Review construction documents
- Review and approve change order requests when planned work needs alteration
- Respond to requests for information

Appendix B



Pre-Proposal Conference & Walk-Through of Facilities

Pre-Proposal Conference Meeting will be held on Thursday, October 6, 2022 @ 9:00 AM. Potential bidders may attend in-person at the project site located at 155 Estate Castle Coakley, Christiansted, VI 00820.

Directions to Find Location:

On the Hess Road turn north on Route 81 at Bunkers.

Take your first left at Discount Auto Parts. If you get to El Sol Restaurant, you've gone too far.

The road quickly comes to a Y.

Go to the right at the Y, go over one speed bump.

The road curves around a bend.

Take your first right turn onto a driveway with a yellow house at the entrance.

Go straight ahead and park around the circle around the big tree.

Walk-Through of Facilities/Site will be conducted in-person immediately following the Pre-Proposal Conference. No other opportunity to walk-through the site will be available.

Appendix C



Non-Collusion Affidavit

being duly sworn, deposes and says that -

(2) They are duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

			(Signature of Affidavit))
Subscribe	d and sworn to bef		and of	_, this of legal
age,		or Corporation)	and personally, known to me.	
(SEAL)				

Notary Public

Appendix D



Debarment Certification Form

Certification Regarding Debarment, Suspension and Ineligibility

(1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
 (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The St. Croix Foundation Animal Welfare Center may also exercise any other remedy available by law.

(3) Where the Respondent is unable to certify to any of the statements in this certification,

such Respondent shall attach an explanation to this solicitation.

Name and Title c	of Authorized Representat	live:	
Signature:		Date:	
Subscribed and	sworp to before me on th	e Island of	, this
day	of, 2021,	by	, this of legal
age,			_
	(Trade or Corporation	n) and personally, known to me.	
(SEAL)			

Notary Public

Appendix E



E. 1

Minority & Women Owned Business Enterprise Disclosure Form

Definitions:

Minority Business Enterprise (MBE) is defined as– At least 51% of this business (or at least 51% of the stock) is owned by, and the daily business is operated and controlled by, one or more individuals who are members of the following racial groups: Black/African-American, Asian-American, Hispanic-American and Native-American, Asian-Pacific American.

Women Business Enterprise (WBE) is defined as – At least 51% of this business (or at least 51% of the stock) is owned by one or more women; and the daily business is operated and controlled by one or more women.

Certification:

Based on the definitions included herein, respondent certifies that (check all that apply):

_____ The respondent is a Minority Owned Business Enterprise (MBE)

_____ The respondent is a Women Owned Business Enterprise (WBE)

_ The respondent is neither a Minority Business Enterprise nor a Women Business
Enterprise

Additional Information (Optional): _____

Name and Title of	Authorized Representative:		
Signature:		Date:	
day c		and of	
		and personally, known to me.	
(SEAL)			

Notary Public

E. 2

Subcontractor Participation Plan

Check one: □Initial Plan □Amended Plan

The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process, and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit with the proposal package.

I affirm the following statements are true and accurate:

1. I have read and understand the MWBE requirements of the project.

2. I will make and thoroughly document good faith efforts to meet MWBE requirements.

3. This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.

4. I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.

5. Upon request, I will provide St. Croix Foundation <u>Animal Welfare Center</u> with proof of payments made to subcontractors.

6. FOR CONSTRUCTION CONTRACTS ONLY. I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

Signature of Authorized Representative

Date

Subcontractor Information

Business Name & Phone Number	MWBE Certified (Y/N)	Award Amount	Services to be Provided	Anticipated Start Date

Percentage of Work to be Sub-Contracted: _____

Intent to Perform as Subcontractor

Respondent/ Prime Contractor			Subcontractor		
Name			Name		
Address			Address		
Phone			Phone		
Federal Id			Federal Id		
Number			Number		
Contract/RFP Number					
Projected Start Date					
Projected Completion Date					
Work to be Performed					
Price of Work to be Performed					

Certification

The Contractor hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The Contractor must notify the St. Croix Foundation Animal Welfare <u>Center</u> of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

Contractor Signature:	Date:
Contractor Title:	
Subcontractor Signature:	Date:
Subcontractor Title:	

E. 4

Self-Perform Statement

This project has Minority and Women Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting to your Prime Contractor. If your business will be self-performing all of the work assigned under this contract, an authorized representative must sign below and submit to your Prime Contractor. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business) ______will be executing 100 percent of the work assigned to it by (Prime Contractor) _____under the Alexander Theater Safe Room/Building RetrofitCastle Coakley Project, and thus will not be subcontracting any work.

Authorized Signature

Date

Print Name

Title

Cost Sheet

Architectural & Engineering Design Services for the Animal Welfare Center Facility at Castle Coakley

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other cost as may be required to perform the scope of work. Costs below should reflect all aspects of each phase as described in the scope of work.

	A/E Design Services for the Animal Welfare Center Facility at Castle Coakley	Cost
1.	Pre-Design, Programming, Analysis, Schematic Design	
2.	Design Development	
3.	Construction Document Preparation	
4.	Permitting and Procurement of Construction Firm	
5.	Construction Administration	
	Total	

Name:	Title:
Company:	Contact Number:
Signature:	Date:

In addition to completing the Cost Sheet, respondents shall submit hourly compensation rates for all architectural services and any sub-consultant services; an itemized list detailing required costs which are built into the lump sum amounts depicted above (including but not limited to travel, printing, consultation fees) that are necessary to complete the project; an itemized list detailing optional costs for additional A/E services that may benefit the project; and most recent audit report, as parts of the Cost Proposal.

RFP 08-2022A – Appendices, Addenda 1 (10/6/2022)

Appendix G



Acknowledgement of any Addenda

RESPONDENT

Name: _____

Address: ______

Tax Identification #: _____

RESPONDENT 'S CONTACT PERSON

Name: _____

Title: _____

Contact Number: _____

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda, if there were any and that every change is included in this proposal.

Write N/A if no Addenda were published.

Addendum Number	Date
Addendum Number	Date

RESPONDENT 'S AUTHORIZED REPRESENTATIVE

Name: ______

Title: _____

Signature: _____

Date: _____

Appendix H

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (EXCERPT FROM THE CODE OF FEDERAL REGULATIONS)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

Appendix I

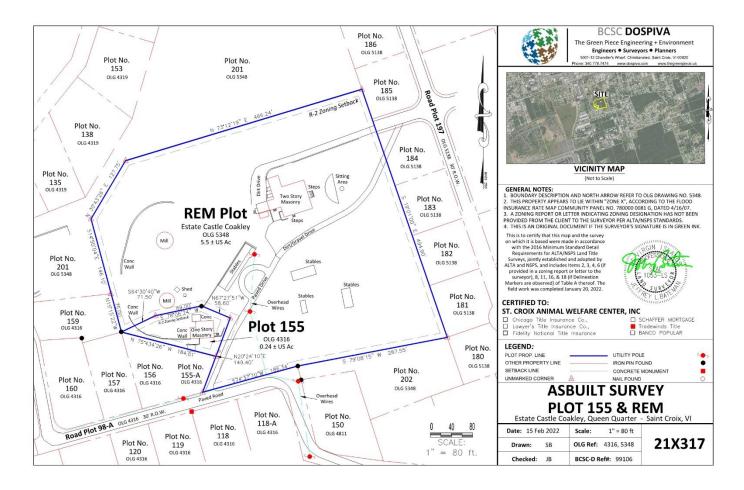


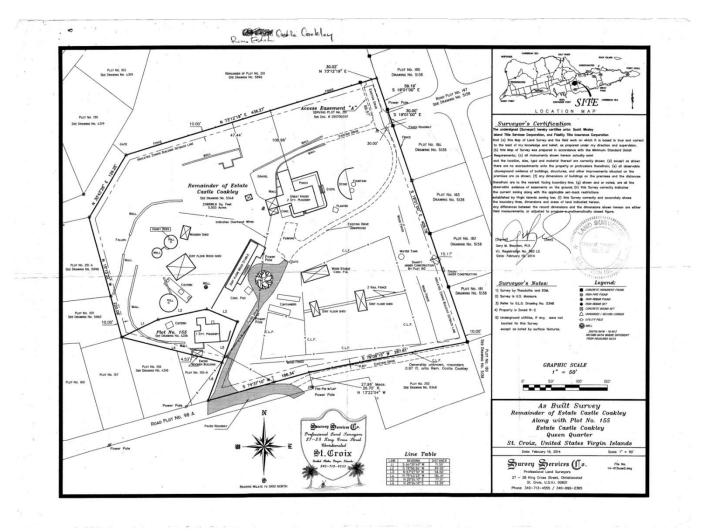
Photos, Maps, Surveys

Potential Siting of Facility Functions/Buildings



Asbuilt Survey





Survey Map

