



## 1. INSTRUCTIONS

Information provided in these specifications is to be used only to prepare a proposal to provide consulting services to the St. Croix Animal Welfare Center (“SCAWC”). It is further expected that each bidder will read these specifications with care, as failure to meet certain specified conditions may invalidate the response.

SCAWC reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to SCAWC. **Price shall not be the sole criterion of award.** Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Requests for additional information clarifying the Scope of Work or specifications should be directed in writing to Mr. Andreas Gloggengiehser, Managing Director, St. Croix Animal Welfare Center, **by email at [executivedirector@stcroixawc.org](mailto:executivedirector@stcroixawc.org)**.

## 2. TIMETABLE – KEY DATES

### **RFP 08-2022A – Advertisement Begin Date**

*Pre-proposal Conference at 9:00 a.m.*

*Walk-through of Facilities (following Pre-Proposal Conference)*

*Last day for written clarification*

*Monday, September 26, 2022*

*Thursday, October 6, 2022*

*Thursday, October 6, 2022*

*~~Monday~~Friday, October 17~~November 18,~~  
2022*

**Proposals will be accepted until 5:00 pm AST**

*~~Wednesday~~Sunday, October 26,  
November 27, 2022*

## C. PREPARATION OF PROPOSAL

**Project Scope:** The purpose of this RFP is to solicit statements of qualifications and proposals from qualified Architectural Firms interested in providing SCAWC with Design Services to retrofit and build a community animal shelter and low-cost veterinary facility located at Remainder Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands, comprising 5.500 U.S. acres, as shown on O.L.G. Drawing No. 5348, dated July 17, 2002; and Plot No. 155 Estate Castle Coakley, Queen Quarter, St. Croix, U.S. Virgin Islands,

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comprising 0.249 U.S. acre, as shown on O.L.G. Drawing No. 4316, dated June 2, 1986, revised February 8, 2000.

**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.

### **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

## **3. 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;

## **4. 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

## **5. 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

**See Appendix A for project description, project specifications, and design standards.**

### **Contents of Proposal:**

The following is a list of information to be included in the written proposal. The documents listed under this section are required for submission of a proposal in response to this RFP, and failure to comply with any requirement as outlined may disqualify the respondent:

#### **1. Summary of Bidder Background:**

- a. A Qualification Statement about the respondent:
  - i. Name, address, email, and telephone numbers
  - ii. Type of service for which the individual/firm is qualified
  - iii. Year established and any former names
  - iv. Bidder's Federal Employee Identification Number (FEIN)
  - v. Names of Principals of Firm and States which they are registered
  - vi. Names of key personnel who will be assigned to this project and their resumes of education and experience
- b. Provide a list of staff available for the project (indicate if local or outside of Territory);
- c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the U.S. Virgin Islands;
- d. Current trade name registration certification, if applicable;
- e. Certificate of Good standing dated ~~October~~ November 26<sup>27</sup>, 2021, or later;
- f. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (for Limited Partnerships), if applicable;
- g. Corporate Resolution or equivalent identifying the person who is authorized to act for the respondent with respect to this RFP;
- h. State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of reorganization under the bankruptcy code.
- i. State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body
- j. Completed Non-Collusion Affidavit (Appendix CD);
- k. Completed Debarment Certification Form (Appendix DE).

#### **2. Sub-Contractors**

- a. Provide a listing of Sub-Contractors that shall be retained for this project, including phone numbers using the Subcontractor Information Form (included in Appendix EF);
- b. Provide what percentage of work will be sub-contracted;
- c. Completed Women & Minority Enterprise Participation Plan (Appendix EF, including all subparts of that appendix).

#### **3. Project Experience**

- a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project;

- b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed;
- c. Optional: Provide a list of highlighted projects from any time period which most closely aligns with the project outlined in this solicitation. Use this opportunity to demonstrate prior experience with relevant design challenges or solutions, or similar projects. Especially health centers, veterinary clinics, high traffic nonprofit/public/social service organizations, animal shelters, community centers, etc. Project summaries, photographs, or renderings of highlighted projects are optional but not required.

#### 4. Implementation Approach

- a. A narrative description of your approach to this project, including a detailed description of the phases and sequence of work proposed and who will perform them. If sub-consultants will be used, specify the tasks that they will perform;
- b. The anticipated schedule and interim products;
- c. Anticipated approach to design elements related to the nature of the project;
- d. Describe how expertise related to animal shelter/veterinary medicine facility design will be brought to the project (i.e. through specialty consultation, sub-contracts, etc.) if the respondent does not possess prior related experience;
- e. Any unusual aspects or problems you foresee with project.

#### 5. References

- a. List three references (Name, Company Name, Email, Phone Number, Brief Explanation of Professional Relationship/Prior Project). References should be related to the project being solicited, should be an authorized representative, and should provide information about past performance on similar project upon request.

#### 6. Proof of Sam.Gov Registration

#### 7. Cost Proposal must be submitted in a separate file.

- a. The Firm shall submit ~~cost estimates~~fee proposal for the outlined services (Appendix FG)
- b. Compensation rates for all architectural services and any sub-consultant services;
- c. Provide an itemized list detailing required costs which are built into the ~~lump sum amounts~~fee depicted on Appendix FG (including but not limited to travel, printing, consultation fees) that are necessary to complete the project;
- d. Provide an itemized list detailing optional costs for additional A/E services that may benefit the project;
- e. Most recent audit report.

#### 8. Acknowledgement of Addenda (Appendix GH)

In addition, the first page of each proposal must include Company's Name – Solicitation Number. Electronic submissions should include Company's Name – Solicitation Number in the email subject line.

### D. SUBMISSION OF PROPOSAL

All interested parties shall submit one (1) proposal in electronic format (pdf), which is acceptable and encouraged, or two (2) sets of hard-copy proposals are to be delivered to SCAWC during normal business hours. Proposals must be submitted no later than **5:00 pm on ~~Wednesday~~Sunday, October 26~~November 27~~, 2022** to the following:

Mr. Andreas Gloggengiehser  
Managing Director

Email: [executivedirector@stcroixawc.org](mailto:executivedirector@stcroixawc.org)

or

SCAWC Shelter Rebuild Project (RFP 08-2022A)  
St. Croix Animal Welfare Center  
1C-1D Estate Princess  
Christiansted, St. Croix, U.S. Virgin Islands 00820

## **E. ADDENDA**

The SCAWC may modify the RFP, any of its key action dates, or any of its attachments prior to the date fixed for submission of proposals by the issuance of an addendum. Addenda will be numbered consecutively as a suffix to the RFP reference number and posted on the St. Croix SCAWC website. It is the potential bidder's responsibility to routinely check the St. Croix SCAWC website for this solicitation and contact SCAWC to ensure that they receive all addenda prior to the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

## **F. PROPOSAL DISCUSSIONS and/or NEGOTIATIONS**

The SCAWC reserves the right to accept a proposal(s) without further discussion or negotiations, provided the acceptance is made within the time specified for acceptance of the proposal. Therefore, the proposal shall be submitted initially on the most favorable terms for price, quality, service and availability, which the proposer can furnish to the SCAWC. The SCAWC reserves the right to enter into discussions with any firm after the SCAWC has initially reviewed proposals. Such discussions will be limited to proposal content contained in a responsive proposal and may, at the option of the President, result in a request for a "Best and Final" offer from the proposer. Any response to a "Best and Final" request shall be limited to the item(s) discussed in direct response to specific questions and any modification of price, quality or conformance to the request for proposal may be made at the discretion of the proposer. Such responses shall be subject to all provisions, terms and conditions set forth in this RFP, unless otherwise modified. By written notice to all proposers, the SCAWC may revise or amend the RFP prior to the due date for proposals. If the revisions or amendments in the opinion of the SCAWC will require material changes in proposals, the due date may be extended.

The SCAWC reserves the right to conduct interviews, discussions or invite oral presentations from one or more bidders in consideration of proposals. The Selection Committee shall recommend to the **highest qualified firm or person with whom a**

**contract shall be negotiated as a result of the Committee's scores from the written proposals, interviews, discussions, and oral presentations if conducted.**

#### **G. HOLD HARMLESS**

The vendor selected shall defend, indemnify and hold harmless the SCAWC, its officers, employees, trustees, agents and representatives from and against any and all demands, claims, damages, liabilities, expenses, losses of every nature and kind, including, but not limited to, attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of the performance of work hereunder by the Firm, its agents, employees, subcontractors and consultants, save and except for liability as may result from the sole negligence or willful misconduct of the SCAWC. Such indemnification shall extend to reasonable incidental and consequential damages and shall survive the termination or cancellation of this RFP or any part thereof.

#### **H. COLLUSION**

Any evidence of collusion among firms shall be considered as sufficient for the disqualification of a vendor and the rejection of his proposal or proposals.

#### **I. INDEPENDENT CONTRACTOR**

The Firm selected shall be an independent firm and neither the Firm nor anyone employed by the Firm shall be deemed for any purpose to be the employee, agent, servant or representative of the SCAWC in the performance of the services listed herein.

#### **J. PREVAILING LAW**

The contractor shall comply with all federal and territorial laws now in effect or hereafter promulgated, as may apply to this proposal and the services provided hereunder. In the event of any conflicts or ambiguities between these instructions and territorial or federal laws, regulations or rules, the territorial laws shall apply. These instructions and specifications shall take precedence over any vendor contracts. The resulting contract shall be written under the laws of the U.S. Virgin Islands.

#### **K. FORCE MAJEURE**

Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such default or delay within five (5) days after the beginning thereof or as stated elsewhere in this RFP.

#### **L. EVALUATION CRITERIA**

Proposals will be evaluated according to the following criteria in descending order:

30 points - Project Experience  
25 points - Implementation Approach  
20 points - Organization/Qualifications  
15 points - Cost  
10 points - References  
For a total possible 100 points.

Sub-Contractor Plan and the degree to which a proposal meets the Minority and Women Business Enterprise goals of the project will be evaluated under the Organization/Qualification criteria listed above.

The Firm whose proposal best meets the needs of the SCAWC will be selected.

#### **M. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of SCAWC after having been notified that said proposal has been accepted by SCAWC.

#### **N. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit to the SCAWC a written request for an interpretation thereof to Mr. Andreas Gloggenhieser at [executivedirector@stcroixawc.org](mailto:executivedirector@stcroixawc.org). **SCAWC will not respond to questions received after MondayFriday, October 17November 18, 2022**. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these specifications will be made in writing. Failure on the part of the prospective provider to receive a written interpretation prior to the closing time for acceptance of Request for Proposal will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

#### **O. CONSIDERATION OF PROPOSAL**

This RFP does not commit SCAWC to the award of a contract nor pay any costs incurred in preparing and submitting proposals in anticipation of a contract.

#### **P. REJECTION OF PROPOSAL**

SCAWC reserves the right to reject any or all proposals and disregard any informality and/or irregularity in the proposal process, when in its opinion, the best interest of SCAWC will be served by such action. Proposals failing to provide some of the items in the specifications shall not be rejected per se, but any deviations from the specifications must be clearly noted.

#### **Q. ACCEPTANCE OF PROPOSALS**



SCAWC will accept in writing one of the proposals.

## **R. PROPOSALS BECOME THE PROPERTY OF SCAWC**

Proposals become the property of SCAWC, and information contained therein shall become public property subject to disclosure laws after Notice of Award is given. SCAWC reserves the right to make use of any information or ideas contained in the proposal. All materials, ideas, and formats submitted in response to this RFP will become the property of SCAWC's option and at the bidder's expense. One copy will be retained for official files. Any material submitted by the bidder that is considered confidential in nature must be clearly marked as such.

## **S. CONFLICT OF INTEREST**

A firm offering a proposal hereby certifies that no officer, agent, or employee of SCAWC or SCAWC has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of SCAWC; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same request for proposals; the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or Firm. Failure to comply with all requirements as outlined may disqualify the candidate.

## **T. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)**

Service contracts awarded with fees in excess of twenty-five thousand dollars (\$25,000) must comply with equal employment opportunity requirements. Proposers that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with local certified M/WBE companies to achieve the prescribed goals and to give M/WBE companies the opportunity to participate. Proposers must document good faith efforts to provide meaningful participation by M/WBE companies.

## **U. CONTRACTING**

If awarded, the selected contractor must be prepared to execute contract for services within 10 days of notice of award, including providing all required supporting documents at that time, which include but are not limited to Current VI Business License (to conduct activity covered by contract being pursued); and/or copy of a current business license issued by a state. IRS 501c3 certification letter required for non-profit corporations; Proof of Commercial General Liability Insurance with the St. Croix Animal Welfare Center as the Certificate Holder and listing the St. Croix Animal Welfare Center as Additional Insured; Proof of Worker's Compensation Coverage/Government Insurance Coverage; Sam.Gov Registration; Proof of Professional Liability Coverage with St. Croix Animal Welfare Center as Certificate Holder; Byrd Anti-Lobbying Certificate, as well as additional organizational documents for Corporations, LLCs, General Partnerships, Limited Partnerships, and Sole Proprietorships.

The SCAWC anticipates that the resulting contract will be a fixed-price percentage of construction cost contract. The SCAWC reserves the right to modify and/or terminate the

contract if the successful firm fails to perform in a manner consistent with the terms of the contract. In addition, the SCAWC reserves the right to modify and/or terminate the contract if funding becomes unavailable.

## **V. FUNDING & COMPLIANCE**

This disaster recovery project is funded in part by the Federal Emergency Management Agency (FEMA) Public Assistance Grant Program, under the guidelines and regulations of the Stafford Act, and as such is subject to Federal audit and compliance. The final A&E contract as well as any subsequent construction contracts shall include the Federal Clauses, terms, and conditions required by 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (see Appendix H).

All work completed under this solicitation must be completed in compliance with applicable federal and local laws and regulations. A contract will not be awarded to a contractor who has been suspended or debarred from entering into contracts with any federal agency, per the Excluded Parties List System in Sam.Gov.

## **END OF GENERAL INSTRUCTIONS**