



CITY OF MOBILE

Request for Qualifications
Professional Design Services
NEW ANIMAL SERVICES FACILITIES
Project #BG-054-22

July 12, 2022

I. Introduction

The City of Mobile (“City”) is seeking competitive design proposals from a qualified Design Team (“Team” “Consultant”) which includes Specialty Consultants with specific experience in programming and conceptual design of state-of-the-art animal services facilities as well as fully qualified Architectural and Engineering firms to bring the conceptual design to a successful completion. The Scope of the Services required by the successful Team is to provide assessments and programming through construction contract administration services for the proposed City of Mobile Animal Services Facility (“Project”).

The primary objective for this project is to secure a facility that meets the overall needs of the City of Mobile Animal Services Department in following modern sheltering practices, expansion of our shelter medicine program for animals in our care, and providing space for field services, community programs and adoptions, offices, outdoor space for enrichment, etc. The new facility will support the mission and future direction of this department, while encouraging new forward-thinking programs, public visits and community interaction, decreasing community need for shelter intake, and supporting high live outcome rates (adoption, return to owner, transfer to rescue, etc.).

The design contracting process will begin as soon as possible after selection, with preference given to the qualified Team that can start promptly, devote sufficient time, and expedite successful and timely completion of the Project. Of particular importance to the success of the Project will be the thorough, thoughtful, and complete execution of the Phase 1 portions of the Work.

All construction bid packages must be prepared according to and will be competitively bid in compliance with the State of Alabama Public Works Law (Code of Alabama, Title 39) and, if applicable, prepared in compliance with federal, state, and local grant provisions and/or funding requirements.

If selected, Consultant and his Team shall agree to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

The design team will be required to meet and coordinate with various City Departments including, but not limited to, Administration, Engineering, Build Mobile, Urban Development, the Animal Services Department, and the City's Veterinarian, as well as the Real Estate and Asset Management staff. At each phase of the project, previous City input and questions will be required to be specifically addressed by the design team.

All topographical surveys and pre-design soil testing will be provided by the Owner.

II. Background

The City's current Animal Services shelter facility is located at 855 Owens Street, Mobile, Alabama. Large and small animals are currently housed here, and the shelter has implemented a recent foster program due to the increased need for services and the small size of the existing facility. The shelter is frequently at or significantly over capacity because of the obsolete design and structure of the facility. There are up to 15 staff members (staff number will increase) and numerous volunteers that work on the shelter grounds at any given time. Administrative and animal control staff, as well as temporary facilities for visiting veterinarians and technicians are also housed in this facility.

The facilities on this site do not meet the needs and requirements or today's standards for animal care and custody. Expansion of the City's existing shelter in its current location is not a viable option, and the City is currently investigating alternate sites. The successful design Team shall assist in the evaluation of the sites under consideration.

III. Considerations for Design:

Animal Services facilities shall include main buildings, associated services, yards, and accessory buildings. Facilities should be designed to be 'hardened' so that the animals are protected and comfortable during storm events without the need for evacuation. Considerations for design shall include energy saving strategies, i.e. minimizing the amount of electricity and water needed to operate. Emergency power, water, ventilation and hvac systems shall be integral to the site and facilities. Waste control and protection of the storm water system is also required.

Objectives:

The following are the overall objectives for the project:

- Assess future and long-term service and space needs.
- Conduct innovative space programming and design for the new facility and maximize the space flexibility and efficiency.
- Provide assistance in determining the best location for the new facility.
- Project overall cost and identify possible financing options.
- Ensure the City is informed of the best possible options.
- Provide comparative analyses of benchmark counties/jurisdictions.
- Inform as to best practice thought leadership on design and program modeling.

Goals:

The new facility should meet the following goals:

- Meets future and long-term needs.
- Has a healthy and welcoming atmosphere.
- Support animal care and education.
- Promote animal health and wellbeing.
- Create a healthy and stress-free working environment for the staff.
- Encourage public visits and interaction.
- Increase animal adoptions.

Animal Services Facilities should accommodate the following activities and include, at minimum, the following:

- Administrative office space and public receiving areas with associated support areas such as storage, restrooms, and conferencing/volunteer organizing/break room facilities
- Adoption areas both interior and exterior for the public to interact with adoptable animals;
- Areas for animal control officers such as desk and conferencing space, locker room facilities, an interior receiving area, a covered exterior animal receiving and loading area, parking, and cleaning area for vehicles;
- Individual animal kennels for small animals with exterior access where appropriate;
- Secure exterior yards and pastures for animal recreation;
- Secure kennels, yards, and paddocks for animal quarantine;
- Clinical areas for veterinarian services such as surgery suite, exam areas, separate euthanasia area, pharmacy, etc.
- Support facilities for animal care such as bathing areas;
- Standard and cold storage areas associated with animal shelter facilities;
- Associated site utilities, waste management, asphalt and concrete paving, secure yards, landscaping, hardscape, site furnishings, exterior lighting, signage, access control, surveillance and security systems, and other site improvements may be included as required and indicated by Owner's program and/or Implementation Plans.
- Hurricane protection for animals and staff
- Emergency power for extended power outages
- Emergency water storage and systems for extended power and/or water shortages
- Emergency waste systems for extended power and/or water shortages

IV. Scope of Work

The proposed Project will consist of several phases:

- Phase 1. Assessment, Programming, Site Assessment, Schematic Design and Design Development
- Phase 2. Construction Document preparation
- Phase 3. Permitting, Bidding, Negotiation and Construction Contract Preparation
- Phase 4. Construction Contract Administration

Phase 1. Assessment, Programming/Space Planning, Site Assessment, Schematic Design and Design Development:

General: The first phase of this project includes assessment, programming, schematic, and design development activities. These phases will illustrate how the design solution addresses how the construction of a new shelter will help the City meet/exceed strategic goals and related performance measures.

Assessment Tasks:

Task- 1 Market Analysis

The Consultant shall perform a market analysis of the current trends and future projections in Animal Services and Animal Services Facilities. This analysis should provide a benchmark to the City's new facility.

- i) **Market Trends:** Provide an industry overview. Discuss the trends in animal shelters, including location choices, popular facility features, and performance measures.
- ii) **Analysis of Comparable and Competitive Facilities:** Identify and analyze other successful animal shelters which are recently constructed in the region or constructed by other Cities and animal services providers. Provide a benchmark analysis, indicate how the new animal shelters and services facilities help elevate the animal services, as well as the best practice of design and program modeling.
- iii) **Animal Welfare Trends:** Discuss the trends in animal welfare and explain how the facility contributes to the best practices in animal welfare, including behavioral health, citizen education and training, etc.

Task 2 - Needs Assessment

The Consultant shall:

- i) Meet with appropriate City staff from Animal Services and representatives of the Department of Real Estate and Asset Management as well as the City's Veterinarian to understand contextual issues and gain insights into the needs.
- ii) Tour the current facility.
- iii) Review current operations, statistics, and service needs.
- iv) Determine the needs for the new facility and any future expansion.
- v) The City recently conducted a Shelter Assessment which identified long term goals. Consultant will assist in recommending implementation strategies for meeting these goals in the short, medium, and long term.

Task 3 – Stakeholder and Community Input

The Consultant shall compile and summarize results of the stakeholder and community input and describe how these are incorporated into the Program Document. The Consultant must assist the City with Animal Services Stakeholder and Community Engagement Input.

The Consultant shall:

- i) shall be responsible for soliciting stakeholder, Animal Services, and community engagement in developing the vision and for and defining the purpose of the new Animal Services facility. This will involve defining the potential of the Animal Services facility as an asset to the City of Mobile and surrounding jurisdictions. The programmer will provide examples of the role, function, building program and design of the Animal Services Facility to illustrate the array of possibilities the community and stakeholders should consider.
- ii) seek input to define the role of Animal Services for the jurisdiction being supported by the program. This process should capture the Animal Services' valuable role as a Citywide resource and its value to all residents of Mobile.
- iii) shall assist the City staff in developing, administering, and codifying the results of the input. Possible tasks include developing, designing, producing, and distributing printed materials; creating displays and presentations; setting up public forums and other special events; designing and implementing surveys; codifying, interpreting, and reporting on the results of the public engagement process.
- iv) shall develop a report of the public engagement process. The Consultant shall produce a final recommendation for consideration of the City Council and Senior Leadership.

The Consultant will synthesize the information gathered by the above-mentioned investigations as a basis for developing the Programming/ Space Planning Program. The options must reconcile the programmatic needs within the project budget with a conceptual cost estimate included.

Programming / Space Planning Tasks:

Based on the analysis and assessment, the Consultant should provide facility and space recommendations for the new facility and demonstrate the functional relation and priorities for the project.

Task 1 - Functional Space Recommendation:

Provide recommendation on functional rooms/space (kennels, cages, adoption room, veterinary suite, sallyport, grooming room, etc.), outdoor space (courtyard, parking, etc.), and support needs (office, break room, storage, etc.). Identify the size and function. Clarify the space criteria and any code or policy related. Explain how these spaces would make City's animal service competitive in the market. The consultant shall:

- i) Provide recommendation on additional functional spaces which are leading edge and the best practices in industry.
- ii) Provide recommendation on facility design. The design should be the best practices for animal health that taking into consideration critical issues - housing of different types of animals (healthy, sick, aggressive, adoptable), animal stress control, sanitation, disease management, odor control, noise control, lighting, staff efficiency, etc. The

- shelter should be disease free and low odor, providing a safe, comfortable, and stress-free environment, resulting in efficient flow through and higher adoption rates. The layout and circulation should facilitate supervision and enhance operational efficiency.
- iii) Provide insight into other critical features for the project's success. The other features may include but not limited to potential expansion, materials and finishes, roof elements, HVAC system, vet clinic facilities, etc.
 - iv) Provide an excel spreadsheet showing the spaces and recommended areas for each.
 - v) Provide supporting bubble diagrams (with bubbles roughly representing the square footages of each space) showing required and/or desired relationships between the spaces.

Site Selection Tasks:

The Owner has pre-selected several potential building sites. The Consultant shall assist the City in:

- i) Location assessment based on accessibility, public transit, interstate/roadway evaluation for both user and service providers.
- ii) Evaluate the sites by observation, research, and analysis of Owner provided survey.
- iii) Provide site recommendations with pros/cons analysis.
- iv) Considerations: area for expansion, location in flood zones, existing utility services, soil suitability

Schematic Design and Design Development Tasks:

The Consultant shall perform Schematic Design and Design Development. The design phases should include site plans, building floor plans, elevations, building and site sections, structural plans, MEP plans, food service, veterinary service, furniture and equipment layouts, outline specifications and other project-specific material sufficient to provide the basis for completely explaining the project to the City Leadership and Community. Design Documents should be developed in detail to establish the validity and constructability.

The Consultant shall:

- i) Provide review meetings with the City at 50% and 100% Schematic Design, and at 50%, 75%, and 100% Design Development. Review sets of drawings, specifications and other data shall be provided at full scale and in pdf. Included with each review set of drawings and specifications shall be a detailed cost estimate verifying design is within the construction budget. A cost verification review meeting will also be included to reconcile design/estimates with approved budget at each design phase review.
- ii) After each review meeting with the Owner, the Consultant shall incorporate Owner's Comments into revised documents and re-issue to the Owner within 27 calendar days.
- iii) All key members of the Consultant's Team shall be made available during the review meetings as well as any Community Presentation Meeting (s) that the City may schedule.
- iv) Assist in preparing renderings and/or electronic presentations for Community Presentation meeting(s). The meeting(s) will provide the Community with highlights of design as well as identify and explain how community input shaped the design.

The design decisions at the 100% Design Development Review should be made final and will form the basis for the construction contract documents – Phase 2.

Phase 2 – Construction Contract Document Preparation

The second phase of this project consists of construction document preparation. Drawings shall be prepared with AutoCAD software compatible with City of Mobile's internal software, and Microsoft Office Programs. Specifications shall be prepared in MasterSpec format, with the City's front-end documents included. Construction cost estimates shall be prepared using CSI/MasterSpec format and separate labor, materials, and OH&P and include assumed price escalation.

Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the standard City of Mobile Conditions of the Contract for Construction and Specifications and may include bidding requirements and other forms.

Construction Contract Documents shall include documentation describing:

- i) Architecture
- ii) Interior Architecture and Design including furniture, fixtures, and equipment, color selection, signage
- iii) Landscape Architecture
- iv) Civil Engineering
- v) Structural Engineering
- vi) Mechanical Engineering
- vii) Plumbing Engineering
- viii) Electrical Engineering
- ix) Fire Protection Engineering
- x) Telecommunications Engineering
- xi) Access Control and Security
- xii) Construction Cost Estimating, including potential cost acceleration provisions
- xiii) If Federal or other grants are involved, preparation of construction contract documents, implementation of applicable grant provisions, and assistance with required submittals shall also be required.

Phase 3 - Permitting, Bidding, Negotiation and Construction Contract Preparation

Task 1 Permitting:

The Architect shall assist in the submission of completed construction documents that incorporate the design requirements of governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

Task 2 – Bidding:

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) negotiating value engineering; (5) awarding and preparing contracts for construction.

The Architect shall assist the Owner in bidding the Project by:

- i) facilitating the distribution of Bidding Documents to prospective bidders;
- ii) organizing and conducting a pre-bid conference for prospective bidders Architect and all Architect's Consultants shall attend;
- iii) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- iv) review the bids received, make award recommendations

If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Task 3 – Negotiation:

The Architect shall assist in identifying options, reviewing proposals, and making recommendations for items to be included if Value Engineering Negotiations are required to reach an awardable construction contract sum.

Task 4 – Construction Contract Preparation:

The Architect shall prepare the standard contract forms utilizing the standard City of Mobile's amendments.

Phase 4 - Construction Contract Administration

General

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Real Estate and Asset Management Department. Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final

Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

The Architect shall:

- i) schedule and attend, along with his consultants, a Pre-Construction meeting
- ii) advise and consult with the Owner during the Construction Phase Services.
- iii) visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
- iv) Monitor the progression of the work in compliance with the contractor's construction schedule
- v) Attend Owner Architect Contractor meetings for the duration of the project. OAC meetings shall be held every two weeks.
- vi) Advise Owner of the progress of the work, reject Work not in conformance
- vii) Interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.
- viii) review and certify the amounts due the Contractor and shall issue certificates in such amounts and/or suggest modifications to same based on-site observations
- ix) review the Contractor's submittal schedule
- x) review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples
- xi) review and respond to requests for information about the Contract Documents.
- xii) maintain a record of submittals and copies of submittals supplied by the Contractor
- xiii) order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
- xiv) prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- xv) maintain records relative to changes in the Work.
- xvi) Coordinate and assist with Owner's other consultants (if any), and Owner's forces providing some type of service, such as transfer of electrical services, water meters, telecommunications servicers, etc.

V. Other Conditions

The firm or individual practitioner must:

1. Have current City of Mobile Business License.
2. Have an established local business office or plan of travel. This office shall be open and staffed for business during normal business hours Monday through Friday. Telephone and email communication shall be always available.
3. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
4. Insurance Required for an Agreement: *See Exhibit 2, City of Mobile Insurance Requirements, attached.*

5. Affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.
6. The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

VI. Form of Proposal

Firms interested in performing the work will be considered by an Evaluation of Qualifications based on a 100-point scale pursuant to the written responses to the Request for Qualifications (See *Exhibit 1, Qualification Point Scale, attached*). All applicants must submit their qualifications and responses in this Form of Qualifications:

1. A cover letter and Statement of Project Approach:
Statement of Project Approach shall describe the proposer's procedures and methods of successful implementation to address the Scope of Work detailed in this RFP. At minimum, the Statement of Project Approach should include:
 - i) A detailed outline of the proposed methodology to complete and manage the project, including a brief description of each key tasks, the sequence of key tasks, a realistic schedule/timeline of completion of each task, and deliverables for each task.
 - ii) The project approach must identify all major tasks and issues with the Scope of Work. Provide a logical sequence of work tasks that will result in a comprehensive and well-organized set of deliverables, and a realistic schedule of completion of each task that is compatible with the schedule
 - iii) If using a Joint Venture, explain the reason and benefit of forming a Joint Venture for this project.
 - iv) Describe any unique opportunities and challenges specific to this project.
 - v) Include a Vision Statement that demonstrates the project team's vision for this project and addresses an understanding of the project objectives and scope of work.
 - vi) The statement should provide a summary of key challenges and opportunities anticipated in accomplishing the City's objectives based upon current conditions.
 - vii) Identify any innovative and/or creative actions that may assist the City in the realization of the project that would positively impact quality, schedule, or the budget.
 - viii) Describe the strategy or approach to obtaining input from internal and external stakeholders, including the scheduling of stakeholders input processes within the study timeline in keeping with the requirements as set forth herein
 - ix) Explain how the stakeholder input will be incorporated in the study.
 - x) Describe how the project will be organized and managed.
 - xi) Describe the progress reporting procedures for this project to demonstrate how the City will be kept informed of the project progress.
2. Statement of registration of the firm. The lead design firm must be an Architecture firm licensed the State of Alabama and approved to conduct business by the Alabama Secretary of State and the Alabama Board of Architects.
3. Statement of previous design experience with similar facilities.

4. Include a list of three (3) prior projects with similar scope, including the three project references with names and contact information. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor.
5. Statement of the Specialty Animal Shelter Consultant's qualifications, with a list of three (3) prior projects with similar scope, including references with names and contact information.
6. Statement of the names and duties of the individuals that will be involved in this project, including all consultants. Resumes of key personnel along with a brief description of responsibilities, accomplishments, and dates of service. Describe the current workload of key personnel, and percentage of time key personnel will spend on this project.
7. Statement of previous design experience with City of Mobile facilities.
8. Statement of availability and adequacy, in number, quality and availability of staff, to perform all functions required for the proposed services.
9. Statement that the firm has an established local business office and describe local staffing levels. If there is no local office, describe how the firm will satisfactorily manage day to day client and contractor interfaces, and how the firm will satisfactorily handle availability for design and construction emergencies.
10. Information on your firm and your consultants concerning disadvantaged and minority business participation including specific participation (such as a DBE accounting firm or legal representation); and, separately, DBE participation in the design team itself. The City of Mobile encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and firms shall conduct business in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council. Fill out and attach to your proposal Exhibit 3, City of Mobile Contracting and Major Supplier Plan.

VII. Submittal of Proposals

Questions concerning this Request for Qualifications should be written inquiries only and be directed to Cindy Klotz at cindy.klotz@cityofmobile.org. Proposals in responses to this Request for Qualifications must be submitted no later than **3:00PM** local time on **Thursday, August 25, 2022**. Please submit one original Proposal and one proposal on a labeled USB flash drive (not CD):

City of Mobile Architectural Engineering Department
205 Government Street
South Tower, 5th Floor
(P. O. Box 1827)
Mobile, Alabama 36633
Attn: Cindy Klotz

VIII. Selection Criteria and Schedule

The selection will include an analysis of the RFP responses submitted by an Evaluation Committee composed of City personnel who will conduct the review based on the following criteria:

- The Consultant's qualifications and successful experience commensurate with the Scope of Work outlined in Section II, Project Description & Scope of Work.

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- The Consultant’s ability to meet the requirements outlined in Section III, Required Professional Qualifications, as well as evaluation of references.
- The Consultant’s ability to meet the requirements outlined in Section IV, Other Conditions.
- Information contained in the Consultant’s proposal as outlined in Section V, Form of Proposal

If the respondent does not provide, or fully comply with the requirements of this proposal, the City may deem the RFP response non-responsive.

Proposals will be reviewed as they are received. Interviews with firms scoring high on the 100-point scale criteria will be conducted. The Mayor or his designees shall make the final selection.

To assist in the evaluation of the RFP responses, the Evaluation Committee may in its sole discretion:

- i) Seek clarification or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of the RFP responses; and
- ii) Conduct reference checks relevant to any or all the references cited in a Response to verify all information regarding a Respondent.
- iii) Conduct oral interviews/presentations to further clarify and confirm understanding of the proposer's knowledge of the full scope of the project.

The following schedule is proposed:

| | |
|---|---------------------------|
| Publication of Request for Qualifications: | July 12, 2022 |
| Guided walk through of existing facility: | July 27, 2022 |
| Deadline for receipt of Request for Clarifications: | August 3, 2022 |
| Date of last Addendum: | August 10, 2022 |
| Deadline for receipt of responses to RFQ: | August 24, 2022 |
| Interviews (if required): | August 31, 2022 |
| Selection announced: | August 31, 2022 |
| Anticipated Consulting Contract Notice to Proceed | September 20, 2022 |
| Anticipated Construction Issue for Bid: | January 3, 2023 |
| Anticipated Construction Contract Notice to Proceed | March 28, 2022 |

Award:

The selection committee will notify the proposers, in writing, of the firm selected. When the selection is made, the winning firm will begin negotiations of Architectural fees on a fixed fee basis. The form of the design and construction contracts will be AIA B101/A101 documents with standard City of Mobile modifications.

IX. Disclosures

The City shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of the Consultant, or in the sums earned or derived by Consultant, nor shall the Consultant at any time or times use the name or credit of City in

purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the City's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

X. Reservation of Rights

The City reserves the right to:

- Amend, modify, or withdraw this RFQ
- Revise any requirements under this RFQ
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals.
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFQ
- Extend the deadline for submissions of responses
- Negotiate or hold discussions with any Consultant to supplement responses

Additionally:

The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFQ. Responses are prepared at the sole cost and expense of the Consultant.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFQ, unless confirmed in writing by the City.

All information submitted in response to this RFQ shall become the property of the City, and as such, may be subject to public review as public records.

Consultants acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Consultant as a result of, or arising out of, responding to this RFQ.

The City shall release all public information concerning this RFQ and selection process, including selection announcements and contract awards. Anyone desiring to release information to the public shall receive prior written approval from an authorized agent of the City.

The City shall take all necessary and affirmative steps to assure that minority firms and women owned business enterprises compete.

Consultants shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Consultant's submittal.

This proposal uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her, etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a proposal.

This Request for Qualifications is available in its entirety on the City of Mobile's website at <https://www.cityofmobile.org/services/business/bids/>

ATTACHMENTS

1. Exhibit 1 Qualification Point Scale
2. Exhibit 2 City of Mobile Insurance Requirements
3. Exhibit 3 City of Mobile Contracting and Major Supplier Plan

END

EXHIBIT 1
Qualification Point Scale

1. A cover letter and Statement of Project Approach. **(10 pts.)**
2. Statement of Registration of the Firm and the right to conduct business in the State of Alabama. **(2 pts.)**
3. Statement of previous design experience of the lead team with animal services facilities, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(18 pts.)**
4. Statement of previous design experience of the Specialty Consultant, including a list of Include a list of three (3) prior animal service facility projects with similar scope, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(15 pts.)**
5. Names, roles, and qualifications of the entire Project Team. Include descriptions of individual consulting firms and their key personnel along with a brief description of the responsibilities, accomplishments relevant to this project. Include dates of service of key personnel. **(10 pts.)**
6. Include a list of three (3) prior projects with similar scope, including the three project references with address and phone numbers. Said projects must have been completed within the past five (5) years of publication of this solicitation announcement and said projects must show the firm or individual as a prime contractor or subcontractor. **(10 pts.)**
7. Statement of previous design experience with City of Mobile facilities. **(5 pts.)**
8. Statement of availability and adequacy, in both number and quality of staff, to perform all functions required for the proposed services; include dates of availability. **(10 pts.)**
9. Firm has an established local business office. **(10 pts.)**
10. Information on your firm and your consultants concerning disadvantaged and minority business participation including specific firms included in design team. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council. Fill out and attach *Exhibit 3 City of Mobile Contracting and Major Supplier Plan* **(10 pts.)**

Total (100pts. Max)

EXHIBIT 2
City of Mobile Insurance Requirements

On or before the inception of an Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable (contractors will be performing Work within 6' of a water of the state), U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

Automobile Liability:

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired, and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$3,000,000 per line of coverage.

Certificates of Insurance

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile

and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

Insurance Requirements for Sub-subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

Waiver of Subrogation

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Professional Errors and Omissions:

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2)

years after Contractor's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Contractor will remain solely responsible for, shall apply. *OPTION*- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
 questions on completing this form.
 Via email: A.technique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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Via email: A.rachinique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

| | |
|-----------|--|
| Company | |
| Address | |
| Telephone | |
| E-Mail | |

| | |
|--------------------------------|---|
| RFP/RFQ Solicitation Number | |
| Project Description | |
| Is your company a DBE company? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Work force demographics | Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____ |

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Did you do these suggested areas for DBE recruitment and engagement |
|------------------------------|-----------------------------|---|
| | | PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities. |
| | | CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing |
| | | SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use. |
| | | FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding. |
| | | GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.) |
| | | ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond. |
| | | INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors. |



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

| | |
|--|--|
| | |
| | INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| | WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| | COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms. |

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____
