

# Advertisement for Request for Architectural Services Proposals (RFP RE23-010)

**GENERAL:** The Retirement Systems of Alabama ("RSA") is seeking proposals from qualified architectural firms to provide site investigation, analysis, planning, professional design, architectural and engineering services and other related services for new legislative offices and associated facilities. Proposals will be received until close of business 05.19.2023 at RSA's place of business at which time the submission period will be terminated.

**Description:** The scope of work will generally include (without limitation) site investigation, site surveying, geotechnical investigation, environmental investigation, preconstruction services, site and building programming, proposal of alternate systems and designs, design review, design, engineering, conceptual budgeting (estimating) and preliminary (conceptual) scheduling.

The anticipated location is an approximately 2.5-acre site in Montgomery, Alabama. The final size and configuration of the development will be determined during initial project phase but would replace the existing state house chambers, legislative offices, support services and parking. Descriptions below may be truncated for the purposes of this advertisement. Proposers should assume that any report or investigation should be undertaken in a manner and form to satisfy any code, ordinance, statutory, or other legal requirement necessary to complete both Part One and Part Two.

## **Part One (Investigation, Predesign and Deliverables):**

### Item A:

- Site civil survey to establish grade, easements, roads, alleys, etc. and shall recommend areas to be vacated.
- Utility survey and availability.
- Geotechnical investigation and report, assume 10 boring locations.
- Phase one environmental survey.
- Traffic analysis.
- Zoning and other planning overlays, analysis and recommendations.

Deliverable will be in report form suitable for RSA's use in subsequent items and parts.

### Item B:

- Review / survey of current facilities and operations.
- Summary of stakeholder needs and requests.
- Establish end user's goals and expectations.
- Programming and space planning survey to establish design criteria.
- Review and determine materials, systems and equipment slated for reuse.
- Determine user operations schedule to establish required construction milestones and conflicts.

Deliverable will be in report form suitable for RSA's use in subsequent items and parts.

#### Item C:

- Deliverable will be schematic designs, renderings of building and grounds interior and exterior and 3d models based on Item A and item B deliverables. Proposers should expect a collaborative process involving RSA and end user. Expect multiple versions to be required during the process and to be utilized in Item D.

#### Item D:

- Quantity survey based on Item C design(s)

Deliverable will be in report form suitable for RSA's use in subsequent items and parts. Include a conceptual estimate with quantities and unit costs in a form and with descriptions required to complete a project estimate of probable cost. The budget shall include hard costs, soft costs, FFE and OSE plus a contingency. Include a project conceptual schedule based on Item C design(s).

The Final Report will be a single version of the design, estimate and schedule in a form and format acceptable to RSA.

### **Part Two Optional Extension (Design and Construction):**

The Part Two Optional Extension shall be for the implementation of Part One Final Report, and this extension shall be at RSA's sole discretion.

Part Two will include standard architectural services and design at a negotiated and mutually agreeable fee basis that will be consistent with the anticipated complexity, required basic service (including required consultants) and cost of the work. By submitting proposals, Proposers agree that in no event shall the Part Two fees exceed the then-current Schedule of Basic Fees or Basic Fee Rates for Professional Design Services published by the State of Alabama Department of

Finance Division of Construction Management. RSA anticipates employing a construction manager for this part of the work. The proposer's work will include but not be limited to completed design and construction documents for the approved Part One design and construction document bidding, value engineering (if required), conformance drawings and construction administration in as many packages or scenarios as is expeditious or beneficial to RSA.

For each Part the contract form will be an amended State of Alabama form B-2, B-2A modified to accommodate RSA's purposes as a master contract with individual project components as described above issued as individual work orders. Additional areas of work may be encountered during the course of the execution of the contract.

**Qualification:** Interested proposers must submit qualifications on GSA standard form 330 along with any other relevant information. Joint ventures or other teaming arrangements must be fully described and the responsibility matrix for project tasks included.

In addition, as a minimum include the following:

- Proposed Part One fee structure
- Proposed team
- Firm size and capacity
- Proposed standard and specialty consultants
- CAD systems utilized
- Proposed mark up on reimbursable expenses
- Description of reimbursable expenses
- Proposed special or limiting contract language
- Disclosure of ongoing litigation and claims history
- Disclosure forms
- Certification of compliance with Beason-Hammon
- Examples and experience with State government operations
- Examples of specialty exterior lighting experience
- Examples of Civic Architecture
- Evidence of licensure and registration with the Alabama Secretary of State to contract in the State of Alabama
- Evidence of proposed consultants' licensure and registration with the Alabama Secretary of State contract in the State of Alabama
- Sample insurance accord form with Professional liability
- RSA proposer Questionnaire, available by request
- Anticipated time to deliver Part One

**Proposal format:** Interested proposers shall submit 4 copies of their proposal loose bound in 3 ring binders and one electronic copy in pdf format. Each copy shall be indexed and tabbed with pages numbered for easy reference.

Brochures are discouraged and will not be considered as part of the submittal.

Site examinations are allowed but must be arranged in advance. Questions may be submitted up to five days prior to the closing date.

A follow-on interview may be required based on the level of interest in the project and the quality of the submissions.

### **Special Terms and Conditions:**

All proposals are subject to the following terms and conditions:

1. Prohibited Contacts; Inquiries Regarding RFP. From the Release Date of this RFP until a contract is awarded, parties or persons that intend to submit, or have submitted, a Proposal are prohibited from communicating with any RSA employees to discuss the RFP or the Proposal. There are two exceptions to this prohibition: (A) parties or proposers interested in submitting a Proposal may submit questions to the designated RSA contact by telephone or e-mail if the questions involve only the RFP and proposal process; and (B) parties or proposers interested in submitting a Proposal may submit in writing and via e-mail questions on other subjects related to the RFP or Proposal, seeking additional information and clarification, sufficiently in advance of the deadline for delivery of the Proposals to provide time for RSA to develop and publish an answer. A question received less than 5 full business days prior to the deadline for Proposals may not be acknowledged. Questions and answers will be published on the RSA website.
2. Nonresponsive Proposals. Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.
3. Changes to the RFP; Changes to the Schedule. RSA reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated via posting the changes on the RSA website; it is imperative that Proposers continue to check the RSA website for updates. Changes to the deadline for Proposals, or to the RFP timeline, or to other scheduled events may be made by RSA as RSA deems to be in its best interest.

4. Proposed Expenses. Unless otherwise specified, any reimbursable expenses to be incurred by the service provider in providing the solicited services must be disclosed in a Proposal and shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable. Expenses not disclosed in the Proposal may not become part of any contract resulting from this RFP.

5. Rejection of Proposals. RSA reserves the right to reject any and all proposals and cancel this RFP if, in the exercise of its sole discretion, it deems such action to be in its best interest.

6. Expenses of Proposal. RSA will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. Disclosure Statement. Proposals must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of the Disclosure Statement, and related information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. Final Terms of Engagement. Issuance of this RFP in no way constitutes a commitment by RSA to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by RSA as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should RSA so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in the private sector use which RSA is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

9. Beason-Hammon Act Compliance. A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E-VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security regarding that program and will use that program for the duration of this contract.

10. Boycott Prohibition Compliance. A contract resulting from this RFP will include the following clause:

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k). By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Note that while questions may be submitted via email, the proposal must be submitted in the format described above. Submit questions, special requests and proposals to the following address:

The Retirement Systems of Alabama

201 South Union Street

Montgomery, Alabama 36104

Attn: Steven Timms

[Steve.Timms@rsa-al.gov](mailto:Steve.Timms@rsa-al.gov),

With copy to [Heather.Smith@rsa-al.gov](mailto:Heather.Smith@rsa-al.gov)

P 334.517.7200

F 334.517.7001