



Zoo Atlanta

800 Cherokee Ave SE
Atlanta, GA 30315

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Facilities and Construction Department

RFPinfo@zooatlanta.org

Request for Qualifications

and

Request for Proposals

To Provide

Construction Management at Risk Services

Solicitation Issue Date: April 29, 2024

Response Submission Deadline Step I: May 10, 2024, 3:00pm ET

Response Submission Deadline Step II: June 6, 2024, 9:00am ET

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I. Request for Qualifications (Step I)

Construction Management at Risk Services
For Zoo Atlanta

1. General Project Information

a. General Information

- i. The Atlanta Fulton County Zoo, dba: Zoo Atlanta (ZA) is soliciting Construction Manager at Risk services to renovate the existing lion habitat and guest viewing areas. The purpose of this Request for Qualifications/Proposal (RFQ/RFP) is to obtain relevant information, credentials, qualifications, and experience from interested firms to allow ZA to select a qualified Construction Manager at Risk (CMAR) who will work as part of the team with ZA, the Owner's Representative, and the Architect to construct the Project: the Lion Habitat Renovation.

b. Project Background:

- i. Zoo Atlanta is located adjacent and directly South of historic Grant Park at 800 Cherokee Avenue in Atlanta, Georgia. Grant Park is owned by the City of Atlanta; however, Zoo Atlanta is run independently and privately, but resides on public land for which it holds a lease agreement with City of Atlanta.
- ii. Zoo Atlanta is seeking to provide an environment which fosters better animal welfare, promotes safety, and elevates guest experience of the lion exhibit.

c. Project Description:

1. The Project: the lion habitat, is located on Zoo Atlanta grounds and will consist of habitat, outdoor animal keeper space, and guest viewing areas.
2. The Project will be a renovation.
3. The Project is in the early design stage, but is anticipated to include the following:
 - a. New shift doors (2) for lions on/off the habitat.
 - b. New shift chute.
 - c. Selective demolition and rebuild of scenic rockwork.
 - d. Structural remediation of compromised vertical structural supports.
 - e. Earthworks to address site drainage and combat erosion.
 - f. Removal of an existing dump and fill pool.
 - g. Addition of a new recirculating water feature.
 - h. Demolition of existing glass viewing panels at lower lion viewing area.
 - i. Addition of new glass viewing panels at lower lion viewing area.
 - j. New glass panels integrated into rockwork at upper lion viewing area.
 - k. Regrading and new guest pathways on the guest-facing side.
 - l. New deck at upper lion viewing area.

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4. The Architect is currently in concept design.
5. ZA has engaged the services of an Owner's Representative.

d. Project Delivery Method

- i. The project delivery method will be Construction Management at Risk (CMAR) with Guaranteed Maximum Price (GMP).
- ii. The project will be delivered with a team approach. The CMAR will work with the owner, their design firm, and consultants, in a team approach, to construct the Project.

e. Project Budget

- i. The Stated Cost Limitation (SCL) for the project will be between \$2,000,000 and \$4,000,000 in value. This an "all-in" SCL including design and consultant fees, owner provided materials, and CMAR fees and construction costs. At present, Zoo Atlanta has secured \$2,000,000 of funds for the project and hopes that an additional \$2,000,000 of funds will be raised for this project.

f. Project Schedule

- i. Construction for the project is tentatively planned to begin mid Q3 2024 with completion of the project and anticipated date of opening on Q1 2025.

g. MWBE Requirements

- i. Must meet Zoo Atlanta's diversity and inclusion initiative by providing minimum MWBE/DBE participation of 35% or better.
- ii. The Firm may accomplish this requirement by a combination of Tier 1 and Tier 2 spending.

h. Required Bonds and Insurance

- i. Contractor shall procure and maintain for the duration of this Contract, and for three (3) years thereafter, at its sole cost and expense, such insurance as will fully protect it and Zoo Atlanta, Zoo Atlanta's appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the Work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such Work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either.
- ii. The following is the minimum insurance coverage and limits that the Contractor must maintain. If the Contractor maintains broader coverage or higher limits than those shown below, Zoo Atlanta requires and shall be entitled to all coverage and for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Zoo Atlanta.
- iii. Minimum scope and limit of insurance:

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1. Zoo Atlanta reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
2. *Workers' Compensation and Employer's Liability Insurance* - Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
3. *Commercial General Liability Insurance*, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
4. *Automobile Liability Insurance* with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.
5. *Umbrella Insurance* with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$3,000,000.
6. *Contractors' Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance* applicable to the work to be performed with limits not less than \$2,000,000 per occurrence or claim/ \$2,000,000 policy aggregate. Insurance policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
7. *Professional (Errors and Omissions) Liability Insurance* - Insurance appropriate to the Contractor's profession with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
8. *Cyber Liability Insurance* - Insurance appropriate to the Contractor's profession, with limits not less than \$3,000,000 per occurrence or claim/ \$3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract

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and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9. *Fidelity Bond/ Crime Insurance* covering Contractor and Zoo Atlanta in the sum of not less than \$100,000.
10. *Builders Risk Insurance* - On all Projects with a total cost of \$1,000,000 or greater, (Owner) shall procure Builders Risk Insurance including coverage for the Work, on a replacement cost basis, providing the perils included on a Special Form property policy, including, but not limited to, the perils of fire, lightning, explosion, windstorm, terrorism, flood and earthquake (including sinkholes and subsidence), strike, riot, civil commotion, vandalism and malicious mischief, insuring the buildings, structures, machinery, equipment, facilities, fixtures and other properties constituting a part of the Work and property of Others. In connection with any claims made under the Builder's Risk Insurance provided under this Subparagraph, Contractor shall be responsible for paying the first \$10,000.00 (in covered expenses), or \$25,000 (in covered expenses for flood or earthquake loss) paid as a deductible under the policy. Should Contractor fail to pay such amounts within thirty (30) days of Zoo Atlanta request Zoo Atlanta may withhold such amounts from any payments owed Contractor.
11. Other Insurance Provisions
 - a. The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:
 - b. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least sixty (60) days prior written notice to Zoo Atlanta.
 - c. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of Zoo Atlanta, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
 - d. Commercial General Liability, and Umbrella Liability insurance policies shall include an appropriate endorsement making Zoo Atlanta, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers Additional Insureds under such policies.
 - e. Automobile Liability Insurance shall provide adequate provisions for vicarious liability of Zoo Atlanta, its appointed and elected officials,

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departments, agencies, boards, commissions, its officers, agents, employees and volunteers.

- f. A copy of these endorsements shall be provided to Zoo Atlanta.
- iv. *Claims – Made Policies* - If Professional (Errors and Omissions) Liability Insurance is written on a claims- made coverage form:
1. The retroactive date must be shown, and this date must be before the execution date of Contract or the beginning of Contract Work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Contract Work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to Zoo Atlanta for review.
- v. *Self-Insured Retentions* - Self-insured retentions must be declared and approved by Zoo Atlanta’s Risk Manager. The Risk Manager may require the Contractor to purchase coverage with a lower retention or provide financial proof of its ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. *Certificates of Insurance and Verification of Insurance Coverage* -
1. Contractor shall furnish Zoo Atlanta with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by Zoo Atlanta’s Risk Manager before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor’s obligation to provide them.
 2. Zoo Atlanta reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- vii. *Primary Coverage* - For all claims related to this Contract, the Contractor’s insurance coverage shall be primary coverage as respects Zoo Atlanta, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Zoo Atlanta’s appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- viii. *Subcontractors* – Contractor shall require and verify that all Subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.
- ix. *Surety Bonds* –
1. If Required by Contract, Contractor shall provide the following Surety Bonds:
 - a. Bid bond

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- b. Performance bond
 - c. Payment bond
 - d. Maintenance bond
2. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Georgia and secured through an authorized agent with an office in the State of Georgia.
- x. *Insurance and Bonding Companies: Forms and Financial Ratings* - All of the insurance and bonds herein specified shall be written on a form acceptable to Zoo Atlanta and all companies providing insurance required by this Contract must meet the minimum financial security requirements of Best's Rating not less than A.
 - xi. *Contractor's Property Insurance* - The Contractor assumes sole responsibility for loss or damage to its property and hereby releases Zoo Atlanta, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers from loss or damage to Contractor, its agents, representatives, employees and volunteers, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.
- i. Taxes, Fees, Code Compliance**
The CM shall be responsible for the payment of any required taxes or fees associated with the GMP contract. The CM shall also be responsible for compliance with all applicable codes and statutes. All installation and construction work shall be done by sub-contractors licensed in the State of Georgia.

2. Project Documentation

- a. To receive project associated documentation, please email rfpinfo@zooatlanta.org with a request for RFQ/RFP documentation listed below.
 - i. Zoo Atlanta Lion Habitat Site Overview & Concept Design
 - ii. Standard Construction Agreement
- b. The Contractor may be provided, have access to or become aware of Personally Identifiable or Protected Identification or other Confidential Information. The Contractor agrees not to disclose the Information to third- parties without the prior written approval of Zoo Atlanta's Risk Manager and not to make use of the Information other than as needed to perform the Work. The Contractor further agrees that it will only disclose the Information to its personnel on a need-to-know basis solely for the performance of the Services.

All Confidential Information as well as other documents, data and information provided to the Contractor by Zoo Atlanta is and will remain the property of to the extent that it was the property of Zoo Atlanta at the time it was provided to the Contractor.

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3. RFQ Schedule of Events (Step I)

a. Owner issues advertisement of Request for Qualifications	4/29/2024	
b. Deadline for written questions/requests for clarification	5/2/2024	5:00pm ET
c. Owner posts answers to questions	5/6/2024	
d. Deadline for submission of Qualifications	5/10/2024	3:00pm ET
e. Owner completes evaluation of Qualifications, posts results, and issues notification to finalist firms	5/15/2024	

4. Questions and Requests for Clarification

- a. Questions about any aspect of the RFQ, RFP, interview, or the Project, shall be submitted in writing via e-mail to:

Vice President of Facilities and Construction: Eric Hall

RFPinfo@zooatlanta.org

The deadlines for submission of questions relating to the RFQ are shown in the “RFQ Schedule of Events”. All questions must be submitted prior to the deadline and no further questions will be reviewed, during “Step I”, after the deadline has passed. All relevant questions and requests for clarification received by ZA and the corresponding responses will be posted on the Zoo Atlanta Website address <http://www.zooatlanta.org/RFPInfo> as an addendum to the original solicitation for services. See Restriction of Communication section for further information on communication protocols.

5. Qualifications Review Criteria

- a. Firms must meet the minimum qualifications set forth in this document.
b. Submittals by Firms which do not meet the minimum requirements will be rejected and not evaluated.
c. Criteria for Evaluation of Statements of Qualifications:

30% Factor Stability of the firm, including the firm’s corporate history, growth, resources, form of ownership, litigation history, financial information, and other evidence of stability.

30% Factor Firm’s apparent suitability to provide services for Project, including firm’s apparent fit to the project type and/or needs of the Owner, and any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and services offered by the firm.

40% Factor Firm’s relevant project experience and qualifications, including the demonstrated ability of Firm in effective management of a comparable project in complexity, size, function, for Owners similar to Zoo Atlanta and similar organizations. This includes relevant experience and qualifications of the Firm’s principal Project Executive, Project Manager, and/or Superintendent, and the demonstrated proficiency of the firm in projects similar to this Project.

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6. Preparation of Qualifications

a. Qualifications Requirements

i. Title Page / Cover Letter

1. Title page shall show “Request for Qualifications for Construction Management at Risk Services”
2. Title page shall include the following information:
 - a. Firm’s name and address
 - b. Contact Person’s name, title, address (if different from firm’s address), telephone number, and email address.
 - c. Date of Proposal

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iii. Firm Overview

1. Brief overview of the firm – location, number of employees, history. If the firm has multiple offices, include information about the parent company and branch office separately. Identify office from which project will be managed and this office’s proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines.
2. Experience and Qualifications
 - a. Brief description of the Firm’s teaming philosophy with Architectural Firms and how the assigned CM would collaborate and work within an integrated team approach model.
 - b. Description of the Firm’s overall experience and track-record.
 - c. Describe your firm's proposed organization by including a chart illustrating proposed key staff assigned to this Project in the following areas (at a minimum):
 - i. Firm executive with responsibility for the project
 - ii. Project Management
 - iii. Superintendent
 - iv. Cost-estimating
 - v. Safety
 - vi. Logistics
 - vii. Quality control
 - viii. (Firms should list all positions/persons that the CMAR expects to serve on the construction management team or who’s time will be charged to the project)
 - ix. Any specialized consultants the Firm deems necessary.
 - d. Provide non-discrimination policies and describe the firm’s record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.

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- e. Describe your Firm's current financial stability. Provide most recent audited financial statement from 2020 or later and the Firm's history of bankruptcy.
 - f. List of Firm's past record for disputes, claims, litigation and terminations, resulting out of professional services over the last ten (10) years.
 3. Other Services Offered by Firm - Provide a short list of other services offered by the Firm which might be useful to the Owner for this Project. Include a brief description of each service included on the list. Indicate if the services are self-performed.
- iv. Past Performance
 1. Provide examples of three to five most recent relevant projects your firm has performed as a CMAR or General Contractor, especially related to projects similar in scope and size. Please include any prior experience with similar animal care, animal habitat, and scenic rockwork as well as outdoor construction projects. Include the following information:
 - a. Project name, location, and dates during which services were performed.
 - b. List Project Executive, Project Manager, and Superintendent for the project.
 - c. Brief description of project and physical description (delivery method, contract value, site area, unique project components or equipment).
 - d. Brief description of the similarities in the construction of the highlighted project to the project being advertised including the relevancy of the similarities and experience with the highlighted project to the project being advertised.
 - e. Services performed by the Firm and (if multiple offices) the location of the office involved.
 - f. Respective Owner's stated satisfaction in construction and service of the Firm.
 - g. List Owner and Architect contact information. (Name, title, phone, email)
- v. Statement of Suitability
 1. Provide any information that may serve to differentiate the Firm from the other competing firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and techniques or methodologies offered by the Firm that may be particularly suitable for this project type.

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2. Provide information on any special services offered by the Firm that may be relevant and available for this project.

7. Submittal Procedures for Qualifications

- a. Submit four (4) printed copies and one (1) digital PDF on a memory stick of your proposal, by the date and time listed in the Schedule of Events, to the Owner's Contact as indicated above. The information to be submitted shall be organized as described above on 8.5" x 11" numbered pages. All information should pertain to one of the categories listed and have direct relevance to this project.
- b. Drop-off required files at Turner & Townsend Heery (Three Alliance Center Building), 3550 Lenox Road, Suite 2300, Atlanta, GA 30326. Enclose required materials in a sealed box or envelope with the following information written on the front/top: Firm Name, Firm Address, and "Qualifications for Zoo Atlanta Lion Habitat Renovation CMAR."
- c. Digital file name shall match the following format:
FirmName_CMAR_Lion_QualificationsForZooAtlanta.PDF.

8. Qualifications Review and Finalist Notification

- a. The Selection Committee will evaluate all submissions and determine Finalist firms to proceed to Step II. Selections will be qualifications based.
- b. Finalist firms will be notified by email and posted on the Zoo Atlanta website <http://www.zooatlanta.org/RFPInfo>.
- c. Step II – RFP – will be initiated by invitation to Finalists to submit a Proposal as instructed in the RFP.

End of Section

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II. Request for Proposals (Step II)

(From Qualified Finalists)

**Construction Management at Risk Services
For Zoo Atlanta**

1. Scope of Services

- a. CMAR to collaborate with the Owner, Architect, and consultants, in a team approach, to construct the Project. CMAR will participate in the Preconstruction phase for the project as a critical, integrated team member.
- b. All services listed are to be completed by the Firm and/or its sub-contractors.
- c. Preconstruction services to include, but may not be limited to:
 - i. Participation in bi-monthly OAC Meetings through a preconstruction and value engineering phase.
 - ii. Provide cost estimate based on the to-be-developed 50% Construction Document Set.
 - iii. Perform constructability review.
 - iv. Provide plan for sustainability initiatives including waste recycling, reduced waste materials methods, sourcing for local materials, sourcing for recycled materials, etc.
 - v. Provide assessments for alternative methods, materials, and approaches to reduce cost and enhance value; also known as value engineering.
 - vi. Creation and management of a bidding and construction schedule.
 - vii. Generate a Guaranteed Maximum Price (GMP) within the SCL.
 - viii. Assemble procurement packages for trades to competitively bid.
 - ix. Administer pre-bid conferences for subcontractor trades.
 - x. Review and analyze subcontractor qualifications.
 - xi. Select subcontractors based on best value provided to the owner and using input from the owner and design professional.
 - xii. Validate compliance of subcontractor bids with project scope and review with the owner and design professional in detail, making changes as needed.
- d. Construction Services to include, but may not be limited to:
 - i. Commence work upon receipt of Notice to Proceed (NTP) and execution of GMP change order.
 - ii. Provide and maintain schedule for submittals and shop drawings.
 - iii. Review submittals and shop drawings, and administer submittal, distribution, and revision of these documents with the project team.
 - iv. Issue Requests for Information as needed to the design team and track the status of these in a log provided to the project team.
 - v. Review subcontractor applications for payment for accuracy before issuing applications for payment to the design professional for review.
 - vi. Participate in commissioning plan and activities, if applicable.

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- vii. Administer OAC meetings with the architect and owner, including updating and issuing schedules, logs, and minutes.
- viii. Coordinate the scheduling of the work with ongoing Zoo operations.
- ix. Undertake new construction in accordance with the construction documents approved by the owner.
- x. Perform Punchlist review with subcontractors prior to Punchlist review with design professional and owner.
- xi. Provide typical project management services during the course of construction.
- xii. Complete the work by Q1 2025.
- xiii. Obtain a certificate of occupancy from the authority having jurisdiction.
- xiv. Conduct owner-training in newly installed systems, as required.
- xv. Provide Record Drawings and all other required close-out documents at the completion of construction (closeout documents must be received prior to release of retainage).
- xvi. Provide complete cost accounting at the completion of the project.
- xvii. Provide warranty services for one-year after the project is accepted by the owner.

2. RFP Schedule of Events (Step II)

a. Finalist Notification	5/15/2024	
b. Pre-Proposal Site Tour Meeting for finalist	5/21/2024	8:00am ET
c. Deadline for submission of Questions	5/24/2024	
d. Owner posts answers to Questions	5/30/2024	
e. Deadline for submission of Proposal	6/6/2024	9:00 am ET
f. Owner interviews finalist firms	6/6/2024	TBD
g. Owner to complete interview evaluation & notify firm chosen	6/14/2024	

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3. Questions and Requests for Clarification

- d. Questions about any aspect of the RFP, interview, or the Project, shall be submitted in writing via e-mail to:

Vice President of Facilities and Construction: Eric Hall

RFPinfo@zoatlanta.org

The deadlines for submission of questions relating to the RFP are shown in the “RFP Schedule of Events”. All questions must be submitted prior to the deadline and no further questions will be reviewed after the deadline has passed. All relevant questions and requests for clarification received by ZA and the corresponding responses will be posted on the Zoo Atlanta Website address <http://www.zoatlanta.org/RFPInfo> as an addendum to the original solicitation for services. See Restriction of Communication section for further information on communication protocols.

4. Pre-Proposal Meeting

- a. Zoo Atlanta will host a mandatory Pre-Proposal site tour meeting to discuss and review the site location and surrounding area logistics. Firms are limited to no more than 3 attendees. Firms must be in attendance for the site tour meeting; those not in attendance will be rejected from the proposal process. Finalist firms will receive a Pre-Proposal Site Tour Meeting invitation with further meeting information via email from rfpInfo@zoatlanta.org

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5. Proposal & Interview Review Criteria

- a. The Owner reserves the right to reject any and all RFP submissions at the Owner's sole discretion.
- b. Criteria for Evaluation of Proposals

- 20% Factor Technical Expertise of firm demonstrating the capabilities necessary to complete a project of this size, complexity, and type. Firm's apparent suitability to provide services for project, including firm's apparent fit to the project type and/or needs of the Owner, and any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and services offered by the firm.

- 20% Factor Previous Track Record and History of the firm including level of quality of the services of the firm to previous customers, customer's statements of that quality, the firm's ability to meet established time requirements, the firm's response to project needs during design and construction, the firm's control of design schedule, quality and budget. The Owner will use references from stakeholders of the Owner's choosing from previous projects of the finalists, among other information as necessary.

- 20% Factor Firm's competitive cost of services and approach to cost control for the duration of the project.

- 20% Factor Firm's ability and approach to meet the Small Disadvantaged, MWBE owned firms' participation requirement of the Proposed Project Team.

- 20% Factor Added Value of the Firm. How the Firm will have a unique and innovative approach to the Project which is set-apart from the other competitive bidders including but not limited to sustainability initiatives or other strategies.

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6. Preparation of Proposal / Deliverables

a. Proposal Requirements

i. Title Page / Cover Letter

1. Title page shall show “Request for Proposal for Construction Management at Risk Services.”
2. Title page shall include the following information:
 - a. Firm’s name and address
 - b. Contact Person’s name, title, address (if different from firm’s address), telephone number, and email address.
 - c. Date of Proposal

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iii. Technical Proposal

1. Proposed Services

- a. Define the proposed services plan that defines the services you intend to provide for each phase of this Project as described in this RFP:
 - i. Pre-Construction Phase services.
 - ii. Construction Phase services.

2. Personnel/Resumes

- a. Provide for each of the personnel indicated in the Organizational Chart provided above current resumes highlighting education, work history, length of tenure with the firm, relevant project experience, percentage of the person’s time to be committed to this project, and work location during each phase of the Project.
- b. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual’s competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.

3. Approach to Project – Provide the following:

- a. Brief description of Firm’s approach to the following:
 - i. Overall management of the Project.
 - ii. Tracking the cost for the work and maintaining an appropriate contingency fund to ensure Project budget is not exceeded.

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- iii. Cost estimating and life-cycle costing during pre-construction and construction phases.
- iv. Guaranteed Maximum Price (GMP) development and contingency management.
 - v. Preparation of front-end scoping/bid packages.
 - vi. Assessment of alternate options for cost savings.
 - vii. Performance of constructability reviews and value engineering.
 - viii. Onsite construction supervision.
 - ix. Final start-up, occupancy, and close-out.
- b. Brief description of Firm's quality control plan for reviewing "biddability" and "constructability" and how it will be implemented.
- c. Description of the work sequencing, phasing process, construction scheduling, and site logistics the Firm proposes to minimize disruption and ensure operations are maintained throughout construction. Be sure to note the number of bid categories and bid phases Firm anticipates for this Project.
- d. Description of the bidding strategy, process for reviewing competitive bids with the Owner and phased bid administration.
- e. Describe how self-performed work will be priced competitively, if needed.
- f. Detailed examples demonstrating Firm's ability to attract multiple qualified and competitive trade contractor bids.
- g. Brief description of approach to sub-consultant coordination.
- h. Description of approach to meeting or exceeding the MWBE/DBE participation requirement.
- i. Change order management and procedures. Due to the nature of the work being executed as a GMP project, how will you manage the subcontractors to mitigate price increases?
- j. Description of Firm's proposed approach to site logistics, including but not limited to: laydown, materials storage/movements, deliveries, staff parking, etc.
- k. Description of Firm's proposed general safety program including training, hazard identification and inspection. Be sure to include Firm's safety record for the last three years.
- l. Description of the plan for establishing and maintaining positive, professional relationship with all Project stakeholders and how Firm intends to foster open and productive communications with the Owner, its Architectural Firm, Consultants and Project stakeholders.
- m. Description of the approach to collaborating with Owner direct vendors (Security, IT, AV, etc.) and provide examples from previous projects.

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- n. Description of the approach to sustainability initiatives including: waste recycling, reduced waste materials methods, sourcing for local materials, sourcing for recycled materials, etc.
- o. To demonstrate Firm's understanding of the scope and complexity of the work, description of potential constraints and risks anticipated for this Project and Firm's plan for addressing these issues and maintaining progress.
- p. Description of any other information that demonstrates Firm's and/or assigned CM's ability to successfully meet the requirements of this RFP.
- q. Any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

iv. Past Performance

- 1. Provide examples of three to five most recent relevant projects your firm has performed as a CM At-Risk or General Contractor, especially related to projects similar in scope and size. Please include any prior experience with similar animal care, animal habitat, and scenic rockwork as well as outdoor construction projects. Include the following information:
 - a. Project name, location and dates during which services were performed.
 - b. Project delivery method (CMAR, CMGC, etc.)
 - c. Brief description of the project, including description of scope and square footage(s), site area. Include photographs.
 - d. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm and proposed for the Project team.
 - e. Clearly describe which of your referenced projects were delivered using the staff proposed for the ZA Lion Habitat Renovation project. Staff members proposed by respondents must be used to deliver the project. Staff changes proposed by the selected CMaR will only be permitted by expressed permission of ZA.
 - f. Indicate those projects where an architect, engineering consultant, and contractor served a client as a team.
 - g. Owner's stated satisfaction in design and service of your firm and/or reference.
 - h. Owner's current contact information.
 - i. Architect's current contact information.

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- j. Project contract amount, planned substantial completion date, final cost and actual substantial completion date.
 - k. Include the total quantity of change orders and net total cost increase of change orders to the project.
 - l. Summarize the actual schedule performance relative to the initial project schedule.
 - m. Provide detailed information on your firm's experience with construction protocols that may be unique to athletic complexes.
- v. References
- 1. *Financial References* - Provide two (2) financial and/or credit references to provide information on your current financial stability.
 - 2. *Past Project References* –Provide within the Proposal the contact information for the clients and consultants from prior work examples. The Owner reserves the right to contact those past clients/consultants as references.
- vi. Cost Proposal
- 1. *Services Cost Proposal* - Comprehensive cost proposal identifying all costs associated with providing CMAR services as identified in this RFP. The Cost Proposal must provide line-item detail and include any anticipated increases in costs. This is not inclusive of construction costs except where otherwise noted below.
 - 2. *Cost Control Strategy* - Detailed description of Firm's cost control strategy (e.g. phasing, change orders, etc.).
 - 3. *Incidental Expenses* - The Firm will bear ultimate responsibility for incidental (out of pocket) expenses. Set forth in the Proposal the basis for each type of incidental expense.
 - 4. *Contract Items* - Unless otherwise agreed upon, the final contract will be based on the A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor, as modified for this project. Enclose your fee structure per this document including reimbursable expenses, General Condition items, overhead and profit percentage of GMP construction cost, and any proposed supplemental conditions. Include a summary of all items that will be included in the General Conditions.
 - a. General Conditions must be given as a not to exceed amount with a breakdown of schedule of values.
 - 5. *Known Hard Cost Proposal* -
 - a. Proposed Fee, provided as a percent of cost of work.
 - b. Proposed design coordination contingency must be included.
 - 6. *Insurance Costs* - All Insurance costs must be provided as a percent of work, with a breakdown of what insurances are being included.

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- vii. MWBE
Disclose how the Firm will achieve the Owner's diversity and inclusion initiative by providing minimum MWBE/DBE participation of 35% or better.

- viii. Conflicts of Interest Statement
Disclose any actual, apparent, direct, indirect or potential conflicts of interest that may exist with respect to Firm, management or employees of Firm or other persons relative to the services to be provided. If Firm does not have any conflicts of interest, Firm must include a statement to that effect in the Proposal.

- ix. Proprietary Information Statement
Provide a statement that nothing contained in the Proposal submitted to the Owner in response to this RFP is proprietary. All proposals shall become the property of the Owner once submitted.

7. Submittal Procedures for Proposals

- a. Proposals are due at the interview, please bring six (6) printed copies and one (1) digital PDF on a memory stick of your proposal, on the date listed in the Schedule of Events. The information to be submitted shall be organized as described above on 8.5" x 11" numbered pages. All information should pertain to one of the categories listed and have direct relevance to this project.
- b. Digital file name shall match the following format:
FirmName_CMAR_Lion_ProposalForZooAtlanta.PDF.

8. Presentation and Interview Information

- a. Interview Format
 - i. The interview may last a maximum of 90 minutes. The Selection Committee will consist of representatives of ZA, their Architect, and any additional representatives deemed necessary by ZA.
 - ii. The Firm is allowed no more than 4 attendees for their interview.
 - iii. The interview is exclusively conducted in-person.
 - iv. The presentation may involve flip charts, boards, or electronic presentations (such as PowerPoint) along with the oral presentation.
 - v. At the conclusion of the interview, provide either a thumb-drive to Eric Hall or email containing a PDF of the presentation to rfpinfo@zooatlanta.org . Email or thumb-drive must be received by ZA by 9:00am on the day of interview.
 - vi. Questions regarding interview logistics may be submitted to rfpinfo@zooatlanta.org

- b. Interview Requirements
 - i. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract award. Firms should focus their presentations on: the detailed plan for managing the construction, cost, schedule, and quality on the

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project and any unique characteristics or services the firm offers; and the firm's concepts or plans for the division of the project into separate packages for award. Firms are discouraged from reviewing general company history and past experience previously submitted in Statements of Qualifications unless this information is particularly relevant to the presentation. All key personnel should be present at the interview including, at a minimum, the project superintendent, project manager, and project executive.

- c. Final Evaluation and Notification of Contract Award
 - i. Final evaluations will be made based upon the Qualifications, Proposal, and Final Interview.
 - ii. Zoo Atlanta will notify, on or before the date provided in the Schedule of Events (Step II), the successful proposing firm by email and contract negotiations may commence.

III. Supplemental Information to RFQ and RFP

Construction Management at Risk Services For Zoo Atlanta

1. Additional Terms and Conditions to the RFP

- a. *Restriction of Communication* - From the issue date of this RFP solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate about this solicitation or this Project for any reason with any members of the Selection Committee or the Owner except for submission of questions as instructed in the RFP, or during the proposer's conference/site visit (if applicable), or during the interview, or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offending proposer.
- b. *Submittal Costs and Confidentiality* - All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner.
- c. *Award Conditions* - This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this RFP and to reject any or all proposals submitted in response. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached. The Owner reserves the right to reject any and all RFP submissions at the Owner's sole discretion.
- d. *Small and Minority Business Enterprise* - The Owner encourages all MBE, WBE and SBE to compete for contracts to provide goods, services, and construction, and encourages contractors to solicit MBE, WBE and SBE in procuring subcontractors and suppliers. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development. In recognition of the need for increased opportunities for qualified minority, female and disadvantaged enterprises, ZOO ATLANTA is committed to promoting the participation of such businesses in its contractual relationships that relate to the operations of the Zoo. Accordingly, Operator should make good faith outreach efforts to utilize

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minority, female-owned, or disadvantaged-owned subcontractors and suppliers throughout the contract life (whether for capital expenditures or operating purchases), to the extent of their availability in the Atlanta marketplace. Operator should work towards achieving a participation rate of 35% of the total amount expended in these categories. The procurement goal is not, and should not be construed as a numerical quota, and submissions or proposals solicited and received by ZOO ATLANTA will not be evaluated against any numerical quotas.

- e. *Statement of Agreement* - With submission of a proposal, the Proposer agrees that he/she has carefully examined the Request for Qualifications (RFQ), and the Proposer agrees that it is the Proposer’s responsibility to request clarification on any issues in any section of the RFQ with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein.

- f. *Construction Agreement* - The contract for services will be based upon the A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor. The CMAR will be required by this contract, as may be finally agreed upon with the Owner. This is a value-based selection based on qualifications, proposed cost, and ability to meet Project schedule. Provide any exceptions to the provided Standard Agreement. Offerors must specifically identify each proposed modification using the format below.

No.	Section #, Paragraph #, Title and Clause	Modification Proposed and Reason	Proposed Contract Provision to be Substituted
1			
2			

- g. *Non-Collusion* – In submitting their proposal the Firm certifies that they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Zoo Atlanta or their designee.

- h. *Equal Employment Opportunity* - Zoo Atlanta is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.

- i. *Obligation to Maintain Confidentiality* – The Contractor may be provided, have access to or become aware of Personally Identifiable or Protected Identification or other Confidential Information. The Contractor agrees not to disclose the Information to third- parties without the prior written approval of Zoo Atlanta’s Risk Manager and not to make use of the

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Information other than as needed to perform the Work. The Contractor further agrees that it will only disclose the Information to its personnel on a need-to-know basis solely for the performance of the Services.

All Confidential Information as well as other documents, data and information provided to the Contractor by Zoo Atlanta is and will remain the property of to the extent that it was the property of Zoo Atlanta at the time it was provided to the Contractor.

Confidential Information shall be returned to Zoo Atlanta by the Contractor within five (5) business days of the completion of the Work under this Contract. The Contractor shall keep copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by Zoo Atlanta, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to Zoo Atlanta.

- j. *Use of Premises* - The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of Zoo Atlanta, and shall not unreasonably encumber the premises with its materials or supplies.
- k. *Protection of Work, Property, and Persons* - The Contractor shall adequately protect its own property from damage, will protect the Zoo Atlanta's property from damage or loss, and will take all necessary precautions during the progress of the Work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of Zoo Atlanta to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

- l. *Indemnity* - To the extent permitted by law, Contractor agrees to protect, defend at its own expense, indemnify, save and hold harmless Zoo Atlanta, Zoo Atlanta's appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers from and against all losses, damages, costs and expenses- including reasonable attorney's fees, and from and against all liability, awards, judgments and decrees, of whatever nature for any and all damage to property of others and of the parties hereto, and their appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers of the party hereto, arising or in any way growing out of any of the acts or omissions or negligence whether of the

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Contractor, the Contractor's appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers, subcontractor, or of any tier of the subcontractor, the tier' appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers in connection with the performance of the services and work under this Contract.

In the State of Georgia for Engineering, Architectural and Land Surveying Services:

To the extent permitted by law, Contractor agrees to indemnify, hold harmless, insure or defend Zoo Atlanta, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers from and against liability or claims for damages, losses or expenses to the extent caused by or resulting from the negligent, reckless or intentionally wrongful conduct of the Contractor and any other persons employed by or entity utilized by the Contractor in the performance of this Agreement.

2. Forms

- a. *Certification Form* – This form must be included in the response to RFQ during Step I. Those firms which neglect to submit the form withing their Qualifications submission will be rejected from the selection process.
- b. *WMBE Form* – This form must be included in the response to RFP during Step II. Those firms which neglect to submit the form withing their Proposal submission will be rejected from the selection process.

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Exhibit "A"

Certification Form

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete, and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked, or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended, or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state, or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree, and authorize, and certify that the proposer acknowledges, agrees, and authorizes, that Zoo Atlanta may, by means that Zoo Atlanta deems appropriate, determine the accuracy and truth of the information provided by the proposer and that Zoo Atlanta or their agents may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the Owner to award a contract.

A materially false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, Zoo Atlanta. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Signature

Sworn and subscribed before me

This ____ day of _____, 20__.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

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Exhibit "B"

Project Team Composition Form

List all major team firms. For each firm indicate the percentage of services/fees to be rendered by each proposed firm and the Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) status, if applicable.

<u>Firm Name</u>	<u>% Service/ Fee</u>	<u>MBE</u>	<u>WBE</u>
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a. Applying Firm:

b. Associated Firm:

c. (include other consultants, as appropriate)

d.

e.

This certifies that the percentage of services/fees appropriate for each discipline and firm listed above have been discussed with, and are acceptable to, the respective firms.

Date:

Signature and Title of Applying Firm Officer