



*St. Croix Foundation  
for Community Development*

## **A. INSTRUCTIONS**

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

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

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Requests for additional information clarifying the Scope of Work or specifications should be directed in writing to Ms. Haley Cutler, Project Manager, St. Croix Foundation for Community Development, **by email at [hcutler@stxfoundation.org](mailto:hcutler@stxfoundation.org)**.

## **B. TIMETABLE – KEY DATES**

### ***RFP 06-2021A – Advertisement Begin Date***

*Wednesday, July 21, 2021*

*Pre-proposal Conference at 2:30 p.m.*

*Wednesday, July 28, 2021*

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

*Wednesday, July 28, 2021*

*Last day for written clarification (original)*

*Tuesday, August 3, 2021*

*Second opportunity for written clarification. Last day for written clarification (second opportunity)*

*Thursday, August 26, 2021*

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

***~~Monday~~Tuesday, September 7~~6~~, 2021***

## **C. PREPARATION OF PROPOSAL**

**Project Scope:** The purpose of this RFP is to solicit statements of qualifications and proposals from qualified Architectural Firms interested in providing SCF with Design Services for a multi-purpose safe room/retrofit and performing arts center project located at contiguous properties located at 23 Market Street/38B Company Street, Christiansted, VI

00820; 23 King Street, Christiansted, VI 00820; and 36 Company Street, Christiansted, VI 030820.

**Project Summary:** The Alexander Theater will be retrofitted to serve as a functional community hurricane safe room. The two adjacent parcels will have structures built/retrofitted to expand the safe room/theater and meet additional safe room and theater operation's needs. The design must be multi-functional. During storms, the facility will be used as a community safe room. During "blue skies," the facility will operate as a performing arts theater and convening space.

### **Scope of Work**

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

1. Pre-Design, Programming, Analysis – All industry standard activities/deliverables in the Pre-Design/Programming Phase of the architectural/engineering design process, and:
  - Field verification of existing conditions;
  - Technical Feasibility Study (technical, archeological/environmental/historic preservation review);
  - Analysis/review of Territorial development regulations – zoning, land-use, etc.;
  - Analysis evaluating the continuous load path (CLP) for the structures to identify opportunities to enhance the existing CLP as needed and incorporate enhancements in the retrofit design;
  - Asbestos and lead paint testing and abatement planning – Initiate and oversee sample collection and testing;
  - Concept sketches;
2. Schematic Design – All industry standard activities/deliverables in the Schematic Design Phase of the architectural/engineering design process, and:
  - Development of schematic design;
  - Submission of design documents for VITEMA/FEMA review at 30% design completion;

- Preliminary cost estimating;
3. Complete Design Plans – All industry standard activities/deliverables in the Design Development Phase of the architectural/engineering design process, including furniture, fixtures, and equipment, and:
    - Hurricane wind retrofit design and new construction design of the buildings to include existing and new building envelopes, wind-rated and historically appropriate shutters for window openings, wind-rated storm doors, roof protection, as well as hardening gutters, downspouts and rooftop equipment, electrical and mechanical equipment);
    - Submittal review and approval of mitigation product specifications, i.e., shutters, roof strapping, storm doors, etc. Consultation in mitigation product selection;
    - Submittal review and approval of HVAC and emergency generator specifications and other equipment necessary for operations of the facility. Consultation in HVAC and generator product selection;
    - Submittal review and approval of performing arts center/theater equipment/design product specifications, i.e., seating, stage lights, sound system, stage equipment, etc.;
    - Incorporation of security, data, communication, and IT needs of the project in to design. Consultation in security, data, communication, and IT product selection;
    - Preliminary project cost estimating;
    - Participation in environmental and historic preservation review and approval process;
    - Project cost estimating;
    - Provide information needed to complete an Environmental and Historic Preservation (EHP) review, participate in the EHP review process as needed;
    - Submission of design documents for VITEMA/FEMA review at 60%, 90%, and 100% design completion
  4. Construction Document Preparation and Procurement of Construction Firm – All industry standard activities/deliverables in the Construction Document Preparation and Construction Contractor Bidding/Selection Phase of the architectural/engineering design process, and:
    - Final project cost estimating;
    - Consultation in the HMGP Benefit Cost Analysis (cost effectiveness) process, assist in the preparation of related cost analysis documents;
    - Detailed final scope of work and project schedule development;
    - Preparation and submission of all construction documents;
    - Leading construction firm procurement including bidding and selection;
  5. Permitting;
  6. Construction Administration.

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

**Contents of Proposal:**

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

**1. Organization:**

- a. A Qualification Statement about the respondent:
  - i. Name, address, email, and telephone numbers
  - ii. Type of service for which the individual/firm is qualified
  - iii. Year established and any former names
  - iv. Names of Principals of Firm and States which they are registered
  - v. Names of key personnel who will be assigned to this project and their resumes of education and experience
- b. Provide a list of staff available for the project (indicate if local or outside of Territory);
- c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the U.S. Virgin Islands;
- d. Current trade name registration certification, if applicable;
- e. Certificate of Good standing dated September 6, 2020, or later;
- f. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (for Limited Partnerships), if applicable;
- g. Corporate Resolution or equivalent identifying the person who is authorized to act for the respondent with respect to this RFP;
- h. Completed Preferred Bidder Status Form (Appendix C);
- i. Completed Non-Collusion Affidavit (Appendix D);
- j. Completed Debarment Certification Form (Appendix E).

**2. Sub-Contractors**

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

**3. Project Experience**

- a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project;
- b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed;
- c. If applicable, provide a list of projects in the historic districts in the USVI and a statement summarizing experience with USVI Preservation Standards and level of familiarity with the Christiansted Town Plan;
- d. Optional: Provide a list of highlighted projects from any time period which most closely aligns with the project outlined in this solicitation. Use this opportunity to demonstrate prior experience with relevant hazard mitigation

and/or theater design. Project summaries, photographs, or renderings of highlighted projects are optional but not required.

#### **4. Implementation Approach**

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

#### **5. References**

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

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

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

- a. The Firm shall submit cost estimates for the outlined services (Appendix G)
- b. Hourly compensation rates for all architectural services and any sub-consultant services;
- c. Provide an itemized list detailing required costs which are built into the lump sum amounts depicted on Appendix G (including but not limited to travel, printing, consultation fees) that are necessary to complete the project;
- d. Provide an itemized list detailing optional costs for additional A/E services that may benefit the project;
- e. Clearly specify what percent of total cost is a) contractor overhead, b) profit, and c) insurance and bonding (Appendix G);
- f. Most recent audit report to support the proposed overhead rates.

#### **8. Acknowledgement of Addenda (Appendix H)**

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

### **D. SUBMISSION OF PROPOSAL**

All interested parties shall submit one (1) proposal in electronic format (pdf), which is acceptable and encouraged, or two (2) sets of hard-copy proposals are to be delivered to SCF during normal business hours. Proposals must be submitted no later than **5:00 pm on MondayTuesday, September 76, 2021** to the following:

Ms. Haley Cutler  
Hazard Mitigation Grant Program

Email: hcutler@stxfoundation.org

or

Alexander Theater Safe Room/Building Retrofit Project (RFP 06-2021A)  
St. Croix Foundation for Community Development  
1023 Market Street  
Christiansted, St. Croix, U.S. Virgin Islands 00820

## **E. ADDENDA**

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

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

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

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

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

## **G. HOLD HARMLESS**

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

## **H. COLLUSION**

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

## **I. INDEPENDENT CONTRACTOR**

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

## **J. PREVAILING LAW**

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

## **K. FORCE MAJEURE**

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

## **L. EVALUATION CRITERIA**

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

30 points - Project Experience

25 points - Implementation Approach

20 points - Organization/Qualifications

15 points - Cost

10 points - References

For a total possible 100 points.

Bidders with bona fide preferred bidder status will be granted 5 bonus points.

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

The Firm whose proposal best meets the needs of the St. Croix Foundation will be selected.

## **M. WITHDRAWAL OF PROPOSAL**

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

## **N. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit to the SCF a written request for an interpretation thereof to Ms. Haley Cutler at [hcutler@stxfoundation.org](mailto:hcutler@stxfoundation.org). **SCF will not respond to questions received after Tuesday, August 3, 2021.** The person submitting the request will be responsible for its prompt delivery. Any interpretation of these specifications will be made in writing. Failure on the part of the prospective provider to receive a written interpretation prior to the closing time for acceptance of Request for Proposal will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

## **O. CONSIDERATION OF PROPOSAL**

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

## **P. REJECTION OF PROPOSAL**



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

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

SCF will accept in writing one of the proposals.

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

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

#### **S. CONFLICT OF INTEREST**

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

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

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

#### **U. PREFERRED BIDDER STATUS**

A preferred bidder is a person who has been a bonafide continuous resident of the Virgin Islands for at least eight (8) years or was born in the Virgin Islands; or a firm, partnership or corporation in which at least fifty-one percent (51%) of the legal or equitable ownership is held by a person or persons who have been a bonafide continuous residents of the Virgin

Islands for at least eight (8) years or who were born in the Virgin Islands, and said person, Firm, partnership or corporation is licensed in the Virgin Islands and who owns, operates, or maintains a store, warehouse or other place of business in the Virgin Islands or is the duly authorized agent, dealer, distributor or representative in the Virgin Islands for the materials, supplies, articles, or equipment of the services specified in this solicitation. A preferred bidder is afforded preferential treatment over other non-preferred bidders in contractor selection.

## **V. CONTRACTING**

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

The Foundation anticipates that the resulting contract will be a fixed price contract. The Foundation reserves the right to modify and/or terminate the contract if the successful firm fails to perform in a manner consistent with the terms of the contract. In addition, the Foundation reserves the right to modify and/or terminate the contract if funding becomes unavailable.

## **W. FUNDING & COMPLIANCE**

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

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

## **END OF GENERAL INSTRUCTIONS**