



*St. Croix Foundation
for Community Development*

REQUEST FOR PROPOSALS

RFP 05-2026A

Architectural & Engineering Design Services

Alexander Theater Safe Room / Building Retrofit Project

Construction Documents, Bid Support & Construction Administration Phases

Hazard Mitigation Grant Program (HMGP)

Federal Emergency Management Agency (FEMA)

Hurricanes Irma (DR-4335) & Maria (DR-4340)

Federal Share: 100% - No Local Match Required

Issue Date: May 18, 2026

Proposals Due: June 1, 2026 by 5:00 PM AST

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 respondent 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 approaches other than those requested in the scope of work will receive consideration provided such approaches are clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and included as part of the proposal.

Requests for additional information clarifying the Scope of Work or specifications should be directed in writing to Ms. Latoya Martin, Project Manager, St. Croix Foundation for Community Development, by email at lmartin@stxfoundation.org.

TIMETABLE - KEY DATES	
RFP Issue Date	Monday, May 18, 2026
Last Day for Written Questions	Monday, May 25, 2026
Responses to Questions Issued	Tuesday, May 26, 2026
Proposals Due by 5:00 PM AST	Monday, June 1, 2026
Internal SCF Review & Compilation	June 1 - June 4, 2026
Anticipated Selection Decision	Thursday, June 4, 2026
Anticipated Contract Execution	On or before June 9, 2026
Notice to Proceed	Tuesday, June 9, 2026
Construction Documents Complete (100%)	August 8, 2026
FEMA HMGP Review (~60 days)	August 8 - October 7, 2026
FEMA Comments Incorporated / Final Docs	October 8 - October 22, 2026
HMGP Final Submission Deadline	October 2026

CRITICAL SCHEDULE NOTE: This project is on a time-critical path driven by FEMA HMGP deadlines. The completed 100% Construction Documents package must be submitted to VITEMA/FEMA for review no later than August 8, 2026. The FEMA review process for community safe rooms designed for more than 50 occupants requires review by an independent registered design professional and typically requires approximately 60 days. Following review, the A/E firm must have sufficient time to incorporate FEMA review comments and prepare final documentation for submission ahead of the October 2026 HMGP deadline. The 60% Design Development documents are currently undergoing HMGP peer review. Failure to meet the August 8, 2026 Construction Documents submission deadline jeopardizes the project’s federal funding eligibility.

PROJECT BACKGROUND AND CURRENT STATUS

Project Summary: The Alexander Theater, a historic landmark located in Christiansted, St. Croix, is undergoing a major rehabilitation effort led by the St. Croix Foundation. The project seeks to transform the long-vacant theater into a revitalized cultural arts center while incorporating a FEMA-compliant safe room to serve the community during hurricane events. The scope involves substantial retrofitting of the existing historic structure, the addition of new programmatic spaces, and careful integration of modern life-safety and resilience requirements while preserving the building's historic character and cultural significance.

The project includes the construction of new two-story, L-shaped additions that wrap the historic theater building. These additions will house a restaurant with a commercial kitchen, public restrooms, offices, and a new lobby with accessible entrances and ramps. The design must reconcile contemporary code, accessibility, and FEMA safe room requirements with historic preservation constraints.

During normal operations, the Alexander Theater will function as a cultural arts venue and community gathering space. During hurricane events, the facility will serve as a hardened safe room capable of accommodating up to approximately ~630 occupants. The project is a key component of the revitalization of Sunday Market Square, a historically significant site with deep cultural roots.

Funding: This project is funded by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) under Hurricanes Irma (DR-4335) and Maria (DR-4340). Due to the devastation and financial challenges in the US Virgin Islands, the federal share for these disasters is 100%. No local fund match is required. The program is administered by the Virgin Islands Territorial Emergency Management Agency (VITEMA) and the Office of Disaster Recovery (ODR). All work is subject to federal audit, compliance with 2 CFR Part 200, and the Stafford Act.

Current Project Status: The project has completed Pre-Design/Programming, Schematic Design, and Design Development phases. The 60% Design Development documents are currently undergoing FEMA HMGP peer review. Prior coordination has been conducted with territorial agencies including Coastal Zone Management and VITEMA. The Federal Consistency Determination process is underway, with two hearings completed and a third and final hearing remaining.

This RFP solicits proposals for the remaining phases of A/E services necessary to take the project from the current Design Development stage through completion of Construction Documents, Bid Support, and Construction Administration.

Project Location

- 22-23 Market Street, Christiansted, St. Croix, USVI
- 23 King Street, Christiansted, St. Croix, USVI
- 36, 37, 38A, 38B Company Street, Christiansted, St. Croix, USVI

Reference Documents

- 60% Design Development Drawing Set (Architectural, Structural, Mechanical, Electrical, Plumbing, Civil)
- Theater Planning and Acoustics Consultant deliverables to date
- Boundary and/or Topographic Survey, existing geotechnical/reports
- Any existing structural assessment and/or conditions reports
- Agency review comments received to date, to include FEMA HMGP peer review comments on the 60% DD set (when available)
- EHP & VISHPO/FCD/CZM Documents (if applicable)

Note: Documents listed above will be made available to qualified respondents upon written request during the RFP period. Site visits are encouraged before submittals, available upon request.

Applicable Codes, Standards & Design Criteria

The following codes, standards, and criteria shall govern the design. Where conflicts exist between FEMA safe room criteria and locally adopted codes, the more stringent standard shall apply:

Locally Adopted Codes (USVI — per 2025 VI Code, Title 29, Chapter 5):

- 2025 United States Virgin Islands Zoning, Building and Housing Laws & Regulations
- IBC 2024 (International Building Code)
- IRC 2024 (International Residential Code)
- IEBC 2024 (International Existing Building Code)
- IFC 2021 (International Fire Code)
- UPC 2024 (Universal Plumbing Code)
- IMC 2024 (International Mechanical Code)
- IZC 2024 (International Zoning Code)
- IFGC 2021 (International Fuel Gas Code)
- International Swimming Pool and Spa Code (ISPSC)
- IECC 2018 (International Energy Conservation Code)
- 2010 Department of Justice ADA Standards for Accessible Design
- Secretary of the Interior's Standards for the Treatment of Historic Properties
- VI Department of Planning & Natural Resources Historic Preservation Guidelines
- Occupational Safety and Health Administration Laws & Regulations Part 1926
- NFPA Standards, including but not limited to NFPA 13, 70, 72, 80, 92, 96, 101, 110, and 701 as applicable to assembly, commercial kitchen, cultural arts, and safe room occupancies

FEMA Safe Room & Federal Requirements:

- FEMA P-361, 5th Edition (2024)
- FEMA P-320, 6th Edition (2024)
- ICC 500-2023
- ASCE 7-22
- 2 CFR Part 200
- HMA Program and Policy Guide, Version 2.1 (January 2025)

Additional Standards:

- AIA Document Standards
- CSI MasterFormat

Design Wind Speed: The safe room design wind speed shall be determined from FEMA P-361 (5th Edition, 2024) Figure B3-2, Hurricane Safe Room Design Wind Speed Map, for the project location in Christiansted, St. Croix. The prior Design Development documents utilized a design wind speed of 195 mph. The selected A/E firm shall verify this value against the current FEMA P-361 (2024) and ASCE 7-22 wind speed maps and confirm the applicable design wind speed in the Construction Documents.

Note: FEMA P-361 (5th Edition, 2024) incorporates updates pertaining to the 2024 IBC, IRC, IEBC, ASCE 7-22, and ICC 500-2023. While the USVI has adopted the 2018 editions of the I-Codes, FEMA requires compliance with the most current edition of FEMA P-361 for HMGP-funded safe room projects. Where FEMA criteria exceed locally adopted code requirements, the FEMA criteria shall govern.

SCOPE OF WORK

The selected A/E firm will be responsible for completing the following phases of work, building upon the existing Design Development documents. The A/E firm will serve as the lead architectural and engineering representative for completion of the project through construction. All work shall comply with the applicable codes, standards, and criteria identified in the Design Standards section above.

Phase 1: Design Development Update and Reconciliation

The A/E firm shall review the existing Design Development documents and incorporate review comments and required refinements necessary to advance the project toward Construction Documents, without altering the approved design intent. Services include:

- Review of existing architectural and engineering DD documents, including SCF, agency, and consultant review comments, and comments received during the ongoing FEMA HMGP peer review of the 60% DD set
- Incorporation of DD review comments, including clarifications, refinements, and limited adjustments required for coordination and code compliance
- Coordination of incorporated comments across structural, mechanical, electrical, plumbing, and civil engineering disciplines
- Refinement of architectural details and assemblies to support constructability and permit readiness
- Incorporation of security, data, communication, and IT needs of the project in to design.
- Update of life-safety, accessibility, and code documentation consistent with current design conditions, FEMA P-361 (5th Edition, 2024) safe room criteria, and ICC 500-2023
- Preparation of an updated DD-level architectural set to serve as the baseline for Construction Documents

Phase 1: Construction Documents

The A/E firm shall prepare a complete and coordinated Construction Documents package suitable for permitting, bidding, and construction procurement. Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems required for construction.

Architectural Construction Documents:

- Final architectural plans, reflected ceiling plans, elevations, building sections, wall sections, and construction details for the historic theater and new additions
- Architectural documentation for cultural arts spaces, lobby, café, restaurant, commercial kitchen, public restrooms, offices, and support spaces
- Door, window, finish, and equipment schedules coordinated with theater, acoustics, and engineering requirements
- Architectural specifications prepared in CSI format
- Coordination with all engineering disciplines to ensure full system integration
- Documentation of compliance with the IEBC 2018 for all work involving the existing historic structure, including classification of work (repair, alteration, change of occupancy, addition) and applicable compliance methods

Engineering Construction Documents:

- Structural Engineering - Structural design and detailing for historic retrofitting, FEMA safe room compliance per FEMA P-361 (5th Ed., 2024), ICC 500-2023, and ASCE 7-22, and new construction
- Mechanical Engineering - HVAC systems design compatible with theater acoustics, occupant comfort, and safe room operation
- Electrical Engineering - Power distribution, lighting, emergency systems, and life-safety coordination
- Civil Engineering - Site utilities, grading, drainage, and coordination with Coastal Zone Management requirements

FEMA and Agency Submissions:

- Preparation and submission of 90% and 100% Construction Document packages for VITEMA and FEMA review
- Coordination of responses to agency RFIs and review comments, limited to clarifications and refinements consistent with the approved design intent
- Serve as lead A/E representative for completion of the Federal Consistency Determination process, including preparation of materials responsive to Public Hearing comments and participation in the third and final Federal Consistency Determination hearing, and the VISHPO
- Incorporation of FEMA peer review comments received on both the 60% DD set (currently under review) and the 100% CD set into the final Construction Documents

Quality Control:

- Interdisciplinary quality control reviews at 50% and 90% Construction Documents
- Coordination with SCF, consultants, and agencies to resolve conflicts and integrate required revisions
- Delivery of a final, coordinated package including drawings, specifications, and supporting documentation

Construction Documents shall be prepared using 2D drawings. Electronic files shall be provided in portable data format (PDF). Development of a coordinated architectural building model and/or 3D renderings is not required but may be proposed as an optional additional service.

Phase 1: Specialty Consultants' Coordination

The project requires coordination with specialty consultants for theater planning and acoustics, which are expected to be contracted directly by the St. Croix Foundation for Community Development rather than subcontracted to the A/E firm. The A/E firm shall be responsible for professional coordination and technical integration of specialty consultant deliverables with the Construction Documents, including:

- Conducting meetings with theater and acoustics consultants to review scope, assumptions, and deliverables
- Defining and confirming scope requirements for the Construction Documents phase
- Preparing and issuing requests for updated proposals from specialty consultants for CD-phase services
- Reviewing consultant proposals for scope completeness, coordination requirements, and alignment with project goals

- Integrating consultant work products into the coordinated Construction Documents package

Phase 1: Cost Estimate

The A/E firm shall prepare an Opinion of Probable Construction Cost (OPCC) based on the completed Construction Documents. Services include:

- Development of a construction cost estimate using industry-standard methodologies appropriate for a historic renovation and FEMA-compliant facility in the U.S. Virgin Islands
- Consideration of local market conditions, including labor availability, material procurement, logistics, and construction sequencing constraints unique to the USVI
- Preparation of a summarized cost estimate organized by major trade divisions and/or building systems
- Identification of major cost drivers, assumptions, and allowances
- One review meeting with SCF to present the estimate and discuss assumptions, exclusions, and budget alignment

The cost estimate represents the A/E firm's professional opinion and does not constitute a guarantee of construction cost. Revisions resulting from scope changes, redesign, or post-bid contractor pricing shall be considered Additional Services.

Phase 1: Bid Support Services

The A/E firm's scope shall include preparation of the technical Construction Documents package to support bidding and contractor procurement. Administrative issuance of the bid package, bidder solicitation, receipt of bids, and overall procurement administration shall remain the responsibility of SCF unless otherwise separately authorized. Services include:

- Coordination with SCF in the development of front-end procurement and contract documents, including Division 01 specifications (Summary of Work, Project Coordination, Submittal Procedures, Quality Requirements, Temporary Facilities and Controls, Closeout Procedures)
- Integration of Division 01 requirements with technical specifications for consistency and completeness
- Coordination with SCF's procurement requirements, including alignment with FEMA, 2 CFR Part 200, and other applicable funding agency requirements
- Responding to bidder RFIs and preparing written clarifications and technical addenda
- Participation in up to one pre-bid meeting, if requested
- Assisting SCF with a qualitative review of bids for general conformance with the Construction Documents

Final procurement forms, front-end legal documents (Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions), and bid administration procedures shall be provided by SCF or its legal/procurement representatives. Bid evaluation, negotiation, and cost reconciliation services are excluded unless separately authorized.

Phase 1: Coordination Meetings and Agency Interface

- Bi-weekly coordination meetings with SCF during the Construction Documents phase (in person or virtual) cadence can be modified post contract, per SCF request

- Up to two coordination meetings with VITEMA at the 90% and 100% Construction Documents milestones to review FEMA safe room compliance
- Participation in agency meetings necessary to support permit issuance and Federal Consistency Determination

Phase 1: Permitting Support

- Prepare and submit Architectural and Engineering Construction Documents for permit review
- Respond to permitting agency comments and incorporate required clarifications
- Participate in agency meetings necessary to support permit issuance

Permit filing fees, agency review fees, utility review fees, expediting fees, and other third-party costs shall be the responsibility of SCF and are excluded from the A/E firm's compensation.

Phase 1: Safe Room Operations & Maintenance Plan

FEMA requires an Operations and Maintenance (O&M) Plan for community safe rooms as part of the HMGP grant closeout requirements (per FEMA P-361, HMA Program and Policy Guide, and 2 CFR Part 200). The A/E firm shall prepare a draft O&M Plan for the Alexander Theater safe room facility. The O&M Plan shall address, at a minimum:

- Safe room activation and deactivation procedures
- Ingress and egress operations, including accommodations for persons with disabilities
- Occupant management and capacity tracking
- Emergency provisions (backup power, water supply, sanitation, first aid, communications)
- Routine inspection and maintenance schedules for safe room components (doors, shutters, ventilation, structural elements)
- Coordination with local emergency management (VITEMA) for activation protocols
- Designated responsible parties and contact information

A final O&M Plan must be provided prior to project closeout. The draft shall be submitted with the 100% Construction Documents for FEMA review.

Phase 2: Services During Construction

The A/E firm shall provide Services During Construction (SDC) for a period of up to twenty-four (24) months following commencement of construction. Services in construction are contingent upon SCF receiving Phase II funding. Respondents shall propose a fixed monthly fee for these services. Services shall include:

Site Visits and On-Site Representation:

- One on-site visit every two weeks to the project site in St. Croix
- Site visits shall include general observation of construction progress, review of work for conformance with Contract Documents, and coordination with the Contractor and SCF
- Written site visit report following each visit
- Travel costs for site visits (including travel from off island if applicable) shall be included in the proposed monthly fee

Construction Meetings:

- Weekly construction coordination meetings (in person during site-visit weeks, virtual during non-travel weeks)
- Participation of discipline leads (Architectural, Structural, Mechanical, Electrical, Civil) as needed
- Preparation and distribution of meeting minutes

Submittals and RFIs:

- Review and respond to contractor submittals (Shop Drawings, Product Data, Samples) for conformance with Contract Documents; submittals are expected to be complete and accurate and should not require more than two rounds of evaluation
- Review and maintain a log of RFIs; provide timely responses
- Respondents shall indicate the assumed number of submittals and RFIs included in their proposed fee, with provisions for additional services if quantities are exceeded

Ongoing Coordination:

- Coordination with SCF, Contractor, and consultants to resolve design-related issues
- Issuance of written clarifications or Architectural Supplemental Instructions (ASIs) as necessary
- Participation in substantial completion reviews and preparation of punch lists

The A/E firm does not control construction means and methods, safety programs, sequencing, or contractor scheduling. Services beyond the bi-weekly level of effort described herein, additional site visits, expanded discipline-lead involvement, or services resulting from scope changes shall be provided as Additional Services upon written authorization.

CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with any requirement as outlined may disqualify the respondent:

Organization

- Qualification Statement: name, address, email, telephone; type of services; year established and any former names
- Names of Principals and jurisdictions in which they are registered
- Names and resumes of key personnel assigned to this project
- List of staff available for the project (indicate if local to the USVI or outside the Territory)
- Current Business License or state registration; all bidders bidding as a Joint Venture must be licensed as a Joint Venture in the U.S. Virgin Islands
- Current trade name registration certification, if applicable
- Certificate of Good Standing (current)
- Articles of Incorporation, Articles of Organization, or Statement of Qualification, as applicable
- Corporate Resolution or equivalent identifying the authorized representative
- Completed Preferred Bidder Status Form (Appendix A)
- Completed Non-Collusion Affidavit (Appendix B)
- Completed Debarment Certification Form (Appendix C)

Professional Licensing

The lead architect and lead structural engineer assigned to this project must hold current professional licenses valid in the U.S. Virgin Islands, or hold NCARB/NCEES certification with demonstrated ability to obtain reciprocal licensure in the USVI prior to contract execution. Respondents shall identify the licensing status of all key personnel and confirm that all professional services will be performed or directly supervised by appropriately licensed individuals in compliance with Virgin Islands law.

Sub-Contractors

- Listing of Sub-Contractors using the Subcontractor Information Form (Appendix D)
- Percentage of work to be sub-contracted
- Completed Women & Minority Enterprise Participation Plan (Appendix D, including all subparts)

Proposed Approach to Coordination with Owner-Retained Specialty Consultants

Describe the proposed coordination approach for theater planning and acoustics consultants, which are expected to be contracted directly by the St. Croix Foundation for Community Development rather than subcontracted to the A/E firm. Explain how your team will integrate these specialty consultants into the design process, including communication protocols, review procedures, and coordination responsibilities to ensure that theater planning and acoustical requirements are fully incorporated into the final design and construction documents.

Project Experience

- List of projects performed within the last five (5) years with brief descriptions and costs
- List of projects currently being performed with description and percentage completed
- Experience with historic districts in the USVI and familiarity with USVI Preservation Standards and the Christiansted Town Plan
- Demonstrated experience with FEMA safe room design, FEMA P-361 (current edition), ICC 500, and HMGP-funded projects
- Demonstrated experience with cultural arts and theater facility design
- Experience with the International Existing Building Code (IEBC) for renovation projects
- Optional: Highlighted projects from any time period that most closely align with this project

Implementation Approach

- Narrative description of the approach to completing the remaining phases, including sequence of work and team assignments
- Proposed schedule demonstrating how 100% Construction Documents will be completed and submitted for FEMA peer review by August 8, 2026
- Approach to coordinating with VITEMA and completing the Federal Consistency Determination process
- Approach to integrating specialty consultant deliverables into the Construction Documents
- Description of quality control procedures and interdisciplinary coordination methods
- Identification of risks, challenges, and proposed mitigation strategies, including schedule risk factors
- Approach to incorporating FEMA peer review comments from both the current 60% DD review and the future 100% CD review

References

- Three references (Name, Company Name, Email, Phone Number, Brief Explanation of Professional Relationship)
- References should be from similar project types and from authorized representatives

Proof of SAM.gov Registration

Insurance Requirements

Respondents shall provide evidence of the following insurance coverages, or confirm ability to obtain prior to contract execution:

- Commercial General Liability Insurance - minimum \$1,000,000 per occurrence / \$2,000,000 aggregate, naming SCF as Certificate Holder
- Professional Liability (Errors & Omissions) Insurance - respondents shall propose a coverage amount appropriate for a project of this size and complexity (minimum \$1,000,000 recommended; SCF reserves the right to negotiate the final amount)
- Workers' Compensation Coverage - as required by applicable law
- Automobile Liability Insurance - if applicable to site visits

Certificates of Insurance shall be provided prior to contract execution. Professional Liability coverage shall be maintained for a minimum of three (3) years following substantial completion of construction.

Cost Proposal

The Cost Proposal must be submitted in a separate file on a standardized cost sheet. The firm shall submit cost estimates for the outlined services using the Cost Sheet (Appendix E). Include:

- Fixed lump-sum fees for each phase of work (Design Development Update, Architecture and Engineering Construction Documents, Cost Estimate, Bid Support, Permits, Safe Room O&M Plan)
- A proposed fixed monthly fee for Services During Construction, based on an assumed twenty-four (24) month construction duration, with the total presented separately
- Hourly compensation rates for all architectural services and sub-consultant services, to be used for Additional Services
- Itemized list of costs built into lump-sum amounts (including but not limited to travel, printing, subconsultant fees)
- Itemized list of optional costs for additional A/E services that may benefit the project (e.g., 3D modeling, renderings, expanded site visits)
- Clear specification of: (a) overhead percentage, (b) profit percentage, (c) insurance/bonding percentage
- Identification of applicable taxes (e.g., Virgin Islands Gross Receipts Tax) and confirmation of whether proposed fees are inclusive or exclusive of such taxes
- Most recent audit report to support proposed overhead rates

SUBMISSION OF PROPOSAL

All interested parties shall submit one (1) proposal in electronic format (PDF) no later than **5:00 PM AST on Monday, June 1, 2026** to:

Ms. Latoya Martin

Project Manager

St. Croix Foundation for Community Development

Email: lmartin@stxfoundation.org

or by mail/hand delivery to:

Alexander Theater Safe Room/Building Retrofit Project (RFP 05-2026A)

St. Croix Foundation for Community Development

1023 Market Street

Christiansted, St. Croix, U.S. Virgin Islands 00820

The first page of each proposal must include the Company's Name and Solicitation Number. Electronic submissions should include the Company's Name and Solicitation Number in the email subject line.

PAYMENT TERMS AND RETAINER

The following payment provisions shall apply to the resulting contract:

- An initial deposit equal to 20% of the total proposed fee for the pre-construction phase (Phase 1) shall be due upon execution of the contract, to be applied toward the final invoice(s) for that phase
- Lump-sum contract shall be invoiced based on progress by phase or milestone, as mutually agreed upon in the contract
- Services During Construction (Phase 2) are contingent upon the project securing funding for the construction phase. The contract will include a scope and fee for Phase 2; however, authorization to proceed with and payment for Phase 2 services shall be subject to written notice from St. Croix Foundation for Community Development following confirmation that construction funding has been awarded and the project is authorized to move forward. Phase 2 services, if authorized, shall be invoiced in equal monthly installments during the construction period
- Invoices shall be submitted monthly and are due within forty-five (45) days of receipt
- All invoices shall comply with federal regulations and FEMA HMGP documentation requirements, including sufficient detail to support federal audit
- A 5% Virgin Islands Gross Receipts Tax (GRT) will be added to all invoices as required by applicable law, unless the respondent proposes an alternative tax treatment clearly identified in the Cost Proposal

SCHEDULE PERFORMANCE AND LIQUIDATED DAMAGES

Time is of the essence in this contract. The August 8, 2026 deadline for submission of 100% Construction Documents to VITEMA/FEMA is a critical milestone directly tied to the project's federal funding eligibility. The selected A/E firm acknowledges that failure to meet this deadline may result in loss of FEMA HMGP funding for the project.

If the A/E firm fails to deliver the 100% Construction Documents package by August 8, 2026 for reasons within its control (i.e., excluding delays caused by SCF, agency review timelines, force majeure, or other causes outside the A/E firm's control), the A/E firm shall be subject to liquidated damages. The liquidated

damages amount shall be negotiated and agreed upon during contract execution, reflective of the actual financial risk to SCF and the project's HMGP funding status.

SCF recognizes that schedule performance is dependent on timely SCF decisions, agency review durations, consultant coordination, and availability of existing project documentation, all of which are outside the A/E firm's control. Schedule durations proposed by the A/E firm shall be predicated on receipt of Notice to Proceed by June 9, 2026 and timely performance by all parties.

TERMINATION

Either party may terminate the contract by giving the other party written notice a minimum of fourteen (14) calendar days in advance of the termination date. Upon termination:

- SCF shall pay the A/E firm for all services satisfactorily performed and reimbursable expenses incurred through the termination date
- The A/E firm shall promptly deliver to SCF all work product, documents, and files prepared to date, including incomplete work in progress
- There shall be no penalty for termination of the agreement by either party
- SCF may terminate the contract immediately for cause, including but not limited to: failure to perform, breach of contract terms, debarment or suspension, or loss of required professional licensure

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 and posted on the St. Croix Foundation website. It is the potential bidder's responsibility to check the website and contact SCF to ensure receipt of all addenda. The proposal package will be considered non-responsive if all modifications are not incorporated.

PROPOSAL DISCUSSIONS AND/OR NEGOTIATIONS

The Foundation reserves the right to accept a proposal without further discussion or negotiation. Therefore, proposals should be submitted on the most favorable terms. The Foundation reserves the right to enter into discussions with any firm after initial review, which may result in a request for a "Best and Final" offer. The Foundation reserves the right to conduct interviews or invite oral presentations. The Selection Committee shall recommend the highest qualified firm with whom a contract shall be negotiated.

GENERAL TERMS AND CONDITIONS

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 attorney's fees, sustained in connection with or arising out of the performance of work hereunder, save and except for liability resulting from the sole negligence or willful misconduct of the Foundation.

Collusion

Any evidence of collusion among firms shall be considered sufficient for disqualification and rejection of the proposal.

Independent Contractor

The firm selected shall be an independent contractor. Neither the firm nor anyone employed by the firm shall be deemed an employee, agent, servant, or representative of the St. Croix Foundation.

Prevailing Law

The contractor shall comply with all federal and territorial laws. The resulting contract shall be written under the laws of the U.S. Virgin Islands.

Force Majeure

Neither party shall be liable for defaults or delays due to Acts of God, acts of government, strikes, fires, floods, hurricanes, earthquakes, pandemics, or other unforeseeable causes beyond its control. Each party shall notify the other in writing within five (5) days of such event. Force majeure events affecting the project schedule shall be documented and communicated to VITEMA/FEMA as required.

Conflict of Interest

A firm offering a proposal certifies that no officer, agent, or employee of SCF has a pecuniary interest in the proposal or has participated in contract negotiations on behalf of SCF; that the proposal is made in good faith without fraud, collusion, or connection with any other bidder.

Minority & Women-Owned Business Enterprise (M/WBE)

Service contracts with fees in excess of \$25,000 must comply with equal employment opportunity requirements. Proposers not qualifying as M/WBEs are strongly encouraged to partner with local certified M/WBE companies.

Preferred Bidder Status

A preferred bidder is afforded preferential treatment as defined in the Preferred Bidder Status Form (Appendix A). Bidders with bona fide preferred bidder status will be granted 5 bonus points in the evaluation.

Contracting

If awarded, the selected contractor must be prepared to execute a contract within 10 days of notice of award, including all required supporting documents:

- Current VI Business License
- Commercial General Liability Insurance with SCF as Certificate Holder
- Professional Liability (Errors & Omissions) Insurance
- Automobile Liability Insurance
- Workers' Compensation Coverage
- SAM.gov Registration
- Proof of professional licensure (or NCARB/NCEES certification with confirmed reciprocity path) in the U.S. Virgin Islands

The Foundation anticipates that the resulting contract will be a fixed price contract for pre-construction phases and a fixed monthly fee for Services During Construction. The Foundation reserves the right to modify and/or terminate the contract if the successful firm fails to perform or if funding becomes unavailable.

Federal Funding & Compliance

This project is funded by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program under the Stafford Act (Hurricanes Irma DR-4335 and Maria DR-4340) and is subject to Federal audit and compliance. The federal share for these disasters in the USVI is 100%; no local match is required. The final A&E contract shall include the Federal Clauses required by 2 CFR Appendix II to Part 200 (see Appendix G). All work must be completed in compliance with applicable federal and local laws. A contract will not be awarded to a contractor who has been suspended or debarred per the Excluded Parties List System in SAM.gov.

Ownership of Documents

All documents, drawings, specifications, reports, and other work product produced under this contract shall be the property of SCF upon completion or termination of the contract. The A/E firm shall retain the right to use such documents for professional reference purposes, provided that confidential project information is not disclosed without SCF's written consent.

EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria:

Criteria	Points
Project Experience (including FEMA safe room, historic renovation, theater/cultural arts)	30
Implementation Approach & Schedule Feasibility	25
Organization / Qualifications / Licensing	20
Cost	15
References	10
Total Possible Points	100

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

The Sub-Contractor Plan and M/WBE participation will be evaluated under the Organization/Qualification criteria.

Schedule feasibility will be weighted heavily under Implementation Approach. Respondents must demonstrate a credible path to delivering 100% Construction Documents by August 8, 2026.

RESPONSIBILITIES OF SCF

SCF shall be responsible for:

- Providing the A/E firm with all existing Design Development documents, agency correspondence, and consultant deliverables within five (5) business days of Notice to Proceed
- Follow-up on consultants not sub-contracted by the A/E firm to provide information required to avoid delays
- Examining documents submitted by the A/E firm and making prompt decisions to avoid delays
- Making timely programmatic and budgetary decisions
- Furnishing all available surveys, reports, and existing documentation
- Retaining contractors and specialty consultants not included in the A/E firm's scope
- Paying all permit, review, and agency fees
- Administrative issuance and management of the construction bid/RFP process unless otherwise authorized
- Providing the A/E firm a minimum of two weeks' notice prior to contractor mobilization or commencement of construction
- Notifying the A/E firm of any changes to FEMA HMGP requirements, deadlines, or funding status

WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time prior to the closing time. No proposal shall be withdrawn or canceled for a period of thirty (30) days after the closing time, nor shall the successful provider withdraw, cancel, or modify its proposal except at the request of SCF.

INTERPRETATION OF SPECIFICATIONS

Questions regarding these specifications must be submitted in writing to Ms. Latoya Martin at **lmartin@stxfoundation.org** no later than **Monday, May 25, 2026**. Oral explanations will not be binding.

CONSIDERATION AND REJECTION OF PROPOSALS

This RFP does not commit SCF to award a contract nor pay any costs incurred in preparing proposals. SCF reserves the right to reject any or all proposals when in its opinion the best interest of SCF will be served. Proposals failing to provide some of the items in the specifications shall not be rejected per se, but deviations must be clearly noted.

PROPOSALS BECOME 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. Material considered confidential must be clearly marked as such.

Appendices A through H from RFP 05-2026A remain in effect and are incorporated by reference.

END OF GENERAL INSTRUCTIONS

RFP 05-2026A - Issue Date: May 18, 2026

Appendix A



*St. Croix Foundation
for Community Development*

Preferred Bidder Status Form

Definition:

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.

Certification:

Based on the definition included herein, respondent certifies that (check one):

The respondent qualifies as a preferred bidder

The respondent does not qualify as a preferred bidder

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Subscribed and sworn to before me on the Island of _____,

this _____ day of _____, 2026, by _____ of legal age,

(Trade or Corporation) and personally, known to me.

(SEAL)

Notary Public

Appendix B



*St. Croix Foundation
for Community Development*

Non-Collusion Affidavit

_____ being duly sworn, deposes and says that –

- (1) They are [owner, partner, officer, representative, or agent] of _____ the bidder that has submitted that attached bid;
- (2) They are duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature of Affidavit)

Subscribed and sworn to before me on the Island of _____,

this _____ day of _____, 2026, by _____ of legal age,

(Trade or Corporation) and personally, known to me.

(SEAL)

Notary Public

Appendix C



*St. Croix Foundation
for Community Development*

Debarment Certification Form

Certification Regarding Debarment, Suspension and Ineligibility

(1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

(2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The St. Croix Foundation may also exercise any other remedy available by law.

(3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Subscribed and sworn to before me on the Island of _____,

this _____ day of _____, 2026, by _____ of legal age,

(Trade or Corporation) and personally, known to me.

(SEAL)

Notary Public

Appendix D



D. 1

Minority & Women Owned Business Enterprise Disclosure Form

Definitions:

Minority Business Enterprise (MBE) is defined as– At least 51% of this business (or at least 51% of the stock) is owned by, and the daily business is operated and controlled by, one or more individuals who are members of the following racial groups: Black/African-American, Asian-American, Hispanic-American and Native-American, Asian-Pacific American.

Women Business Enterprise (WBE) is defined as – At least 51% of this business (or at least 51% of the stock) is owned by one or more women; and the daily business is operated and controlled by one or more women.

Certification:

Based on the definitions included herein, respondent certifies that (check all that apply):

- The respondent is a Minority Owned Business Enterprise (MBE)
- The respondent is a Women Owned Business Enterprise (WBE)
- The respondent is neither a Minority Business Enterprise nor a Women Business Enterprise

Additional Information (Optional): _____

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Subscribed and sworn to before me on the Island of _____,

this _____ day of _____, 2026, by _____ of legal age,

(Trade or Corporation) and personally, known to me.

(SEAL)

Notary Public

D. 2

Subcontractor Participation Plan

Check one: Initial Plan Amended Plan

The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process, and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit with the proposal package.

I affirm the following statements are true and accurate:

1. I have read and understand the MWBE requirements of the project.
2. I will make and thoroughly document good faith efforts to meet MWBE requirements.
3. This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.
4. I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.
5. Upon request, I will provide St. Croix Foundation with proof of payments made to subcontractors.
6. FOR CONSTRUCTION CONTRACTS ONLY. I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

Signature: _____ Date: _____

Subcontractor Information

Business Name & Phone Number	MWBE Certified (Y/N)	Award Amount	Services to be Provided	Anticipated Start Date

Percentage of Work to be Sub-Contracted: _____

D. 3

Intent to Perform as Subcontractor

Respondent/ Prime Contractor		Subcontractor	
Name		Name	
Address		Address	
Phone		Phone	
Federal Id Number		Federal Id Number	
Contract/RFP Number			
Projected Start Date			
Projected Completion Date			
Work to be Performed			
Price of Work to be Performed			

Certification

The Contractor hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The Contractor must notify the St. Croix Foundation of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

Contractor Signature: _____

Date: _____

Contractor Title: _____

Subcontractor Signature: _____

Date: _____

Subcontractor Title: _____

Self-Perform Statement

This project has Minority and Women Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting to your Prime Contractor. If your business will be self-performing all of the work assigned under this contract, an authorized representative must sign below and submit to your Prime Contractor. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business)

_____ will be executing 100 percent of the work assigned to it by

(Prime Contractor) _____ under the Alexander Theater Safe

Room/Building Retrofit Project, and thus will not be subcontracting any work.

Authorized Signature

Date

Print Name

Title

Appendix E

Cost Sheet

Architectural & Engineering Design Services for the Alexander Theater Safe Room/Building Retrofit Project

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other cost as may be required to perform the scope of work. Costs below should reflect all aspects of each phase as described in the scope of work inclusive of the necessary Coordination Meetings and Agency Interface, and Specialty Consultants Coordination. Yellow boxes are required fields.

	Alexander Theater Safe Room/Building Retrofit Project	Cost
1.	Architectural/Engineering Design (Plans and Specs)	
	Design Development Update & Reconciliation	
	Construction Document Preparation	
2.	Bid Support Services	
3.	Permitting Support	
4.	Cost Estimate	
5.	FEMA P-361 Operations and Maintenance Plan	
6.	Construction Administration/Services During Construction	
	Sub-Total	
	Overhead (_____ %)	
	Profit (_____ %)	
	Insurance/Bonding (_____ %)	
	Gross Receipts Tax (_____ %)	
	Total	

Name: _____ Title: _____

Company: _____ Contact Number: _____

Signature: _____ Date: _____

In addition to completing the Cost Sheet, respondents shall submit hourly compensation rates for all architectural services and any sub-consultant services; an itemized list detailing required costs which are built into the lump sum amounts depicted above (including but not limited to travel, printing, consultation fees) that are necessary to complete the project; an itemized list detailing optional costs for additional A/E services that may benefit the project; and most recent audit report to support the proposed overhead rates, as parts of the Cost Proposal.

Appendix F

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (EXCERPT FROM THE CODE OF FEDERAL REGULATIONS)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

Appendix G

Additional Reference Resources

H.1 – Reference Documents Folder

<https://drive.google.com/drive/folders/1SGuyAvQzduO2qSh244yvhlQhjeHg9PUK?usp=sharing>

This folder includes prior design package submissions for the project including the Conceptual Design Package, 30% Package, and 60% Package, as well as relevant surveys, studies, and correspondence.

H.2 – Site Photos

Site photos are for general reference only. These photos are not comprehensive, they do not depict all interior spaces nor exterior vantage points.

Exterior Spaces

Theater Front & Marquee:



Theater Back:



Theater Back/Back of Existing Structure on 23 King Street:



Structure on 23 King Street:



Theater Side (King Street):



Alley:



Theater Interior

Auditorium (other interior spaces including but not limited to lobby, staircases, projector room, storage rooms, and other auxiliary rooms not pictured):



H.2 – Survey Maps & As-Built Drawing



