

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: March 15, 2021

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RFP No. 020-T-2021 (P)

Pursuant to 31 V.I.C. 236 (i) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, hereinafter referred to as GVI, Department of Property and Procurement shall receive proposals for the work described below. Proposals shall be received until **Tuesday, April 6, 2021 at 4:30, Atlantic Standard Time.**

INTRODUCTION:

The Territory of the Virgin Islands of the United States is comprised of the islands of St. Thomas, St. John, St. Croix, and Water Island. Hurricane Maria caused extensive damage to historic Fort Christian under the jurisdiction of the Department of Planning and Natural Resources. That agency is seeking contract services to support the restoration of Fort Christian. Similarly, as the procurement and contracting agency for the Government of the Virgin Islands, the Department of Property and Procurement supports this solicitation and resulting contract award.

DESCRIPTION OF WORK:

The Department of Planning and Natural Resources (DPNR) is soliciting proposals from qualified and licensed firms to provide architectural & engineering services (A&E) for Fort Christian, located in central Charlotte Amalie, St. Thomas. The historic property sustained significant damage when struck by Hurricane Maria in September 2017. The fort is a contributing property in the Charlotte Amalie Historic District. No construction will be performed under this contract.

The services required under this contract will include providing personnel and equipment for property as-built surveys, damage assessments, statements of probable costs, measured drawings, and design services for the repair, rehabilitation and restoration of the historic Fort Christian in Charlotte Amalie, St. Thomas USVI. The scope will also include construction administration and construction inspection.

FUNDING:

Architectural and Engineering services for restoration of Fort Christian to pre-disaster condition are currently funded by the Federal Emergency Management Agency (FEMA) under the Public

Assistance Program. As such, work performed will be subject to conditions under the grant including retention of documentation and cooperation with future audits. The final A&E contract as well as any subsequent construction contracts shall include contract clauses and conditions applicable under 2 CFR Part 200 Appendix II.

TYPE OF AGREEMENT:

The Government anticipates that the resulting contract will be a firm fixed price contract. The GVI 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 GVI reserves the right to modify and/or terminate the contract if funding becomes unavailable. The contract term will be for a period of two years, with one renewal option.

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, proposals shall be reviewed and rated on the selection criteria outlined in the "**Factors for Discussions.**" After reviewing and rating the proposals the Committee will select for discussions from the firm/s or person/s, not less than three (3) in order of preference, **deemed to be the most highly qualified to provide the services herein required.** Discussions will be conducted with the firm or person so selected. The Committee may select to conduct discussions and/or oral presentations from the firm/s or person/s, not less than two (2) deemed to be the most highly qualified.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration, and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) project approach and capability of meeting schedules; and (v) quality of performance on other similar projects.

Proposals will be evaluated according to the following criteria in descending order and weight factors in descending order: The order of importance in evaluation criteria for the project is: (a) Scope of Work – 30 points (b) Qualifications & Proven track record – 25 points (c) Experience – 30 points (d) Cost – 10 points and (e) References- 5 points. Due to historic relevance of the project to the community - Bonus 5 points available for knowledge and familiarity with Fort Christian.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **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 or discussions-oral presentations. The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price, he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified, or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-020-T-2021 (P) - Architectural and Engineering Services for Fort Christian, located in Charlotte Amalie Historic District, St Thomas District, USVI

Information provided in the scope of services is to be used only for purposes of preparing a proposal. It is further expected that each respondent/ proposer shall read the scope of services thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. An award will be made to the most **responsive and responsible** bidder whose offer, conforms to the solicitation.

Applicants are requested to submit proposals on the basis of the scope of services. Alternative proposals recommending new features and technology other than that requested in the scope of services shall receive consideration provided 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. Request for additional information clarifying the Scope of Work should be directed in writing to **Assistant Commissioner of Procurement, Lisa Alejandro at lisa.alejandro@dpp.vi.gov**. Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this RFP. The issuance of a written addendum by GVI is the **only** official method by which interpretation, clarification or additional information can be given. It is the responsibility of the potential Bidder to turn on notification alerts on DPP's website for this solicitation and contact GVI 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.**

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following supply/service: **RFP-020-T-2021 (P) - Architectural and Engineering Services for Fort Christian, located in Charlotte Amalie Historic District, St Thomas District, USVI**

C. PROPOSED SCOPE OF SERVICES:

The scope of services to support the project include damage assessments, development of repair scope and probable costs, design engineering and architectural services, preparation of plans, development of repair specifications, preparation of construction bid documents, preparation of final estimated costs, and other specialty services as may be required for the complete restoration of Fort Christian. Repair specifications, methods and plans will be developed in coordination with the Virgin Islands State Historic Preservation Office (VISHPO), the Department of Public Works, and the Department of Planning and Natural Resources as necessary given the historical significance of the property. All design and repair methodology must comply with FEMA EHP conditions for repair work as defined in the Project Worksheet, the Secretary of Interior (SOI) Standards for Historic Structures, SOI Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings and USVI Preservation Guidelines, as applicable. Firms with knowledge and demonstrated experience with Danish architecture and mid-18th century structures are encouraged to offer a proposal.

PROJECT INTENT

Fort Christian is a Dano-Norwegian-built fort in Charlotte Amalie, Saint Thomas, U.S. Virgin Islands. Built 1672-1680, early in the first successful colonial establishment on the island, the fort served as a critical point of defense and government during the entire period of Dano-Norwegian, and later Danish, administration, which ended in 1917 with the sale of the islands to the United States. It currently holds the St. Thomas Museum, which holds artifacts and art of the Dano-Norwegian period. It was designated a U.S. National Historic Landmark in 1977.

The planned restoration is necessary to rehabilitate the property and restore its function. It may include the following as necessary to fully restore the property to pre-disaster condition:

- A. Detailed damage assessment, recommendations, and statement of probable costs
- B. Itemized scope of work and description on plans and specifications
- C. Design and recommendations for repair of all interior and exterior damage
- D. Roof repairs
- E. Exterior skin repairs
- F. FF&E (Fixtures, Furnishing and Equipment)
- G. Lighting replacement
- H. Mechanical system repair or replacement
- I. Electrical system repair or replacement
- J. Communication/Fire Alarm repair or replacement
- K. Plumbing system repair or replacement
- L. Mold remediation and removal
- M. Restoration of exterior sidewalks, paving, walls, fences, and other features
- N. Overall preservation of the historic aspects of the structures and grounds in accordance with applicable standards and guidelines

DESIGN STANDARDS

- International Building Code (IBC) latest addition, including DPW specifications modifying the 2018 IBC
- Secretary of the Interior Standards and Guidelines
- USVI Preservation Guidelines
- Department of Agriculture Standards (USDA)
- International MEP codes Latest addition

TASKS TO BE ACCOMPLISHED

- A. Provide detailed damage assessment, repair recommendations and statement of probable cost.
- B. Provide Property as-built Survey.
- C. Provide measured drawings to be used for design development and construction documents.
- D. Develop project specifications based on DPW Standard Specifications
- E. Develop mold and hazardous material remediation and removal specifications.
- F. Develop HVAC design and specifications.
- G. Prepare Electrical and Plumbing specifications and construction documents (as required).
- H. Finalize design and prepare final PS&E package, including all bid documents for submittal to DPNR and VISHPO.
- I. Identify required permits, prepare applications, and follow through to issuance of permits.
- J. Provide Construction Administration including Bid evaluation, review and response to Requests for Information, review and approval of submittals, review and approval of Change Orders, review, and approval of Pay Estimates.
- K. Provide Construction Inspection - daily construction reports, all material inspection reports, all construction inspections of work required by specifications before continuing construction.
- L. Provide other specialized services as may be required to preserve the historic aspects of the unique property.

Consultant shall also submit final Plans, Specifications and Engineers Estimate in electronic file. (Microsoft Office Suite, PDF format, AutoCAD DWG files of base drawings to include building floor plans, elevations, and as-built property survey)

D. TIMETABLE

1. Pre-Proposal teleconference will be held **10:00 AM AST, March 22, 2021**

Pre-Proposal Teleconference Information -Via Microsoft Teams

[Click here to join the meeting](#)

2. Mandatory Site Visit will be held immediately following the Pre-Proposal Teleconference at 1:00 PM on March 22, 2021
3. Last day for request for written clarification will be **1:00 PM AST, March 26, 2021**

E. SUBMISSION OF PROPOSAL

All interested parties shall submit their **electronic submissions** to ebids_proposals@dpp.vi.gov no later than **Tuesday, 4:30 PM on April 6, 2021 Atlantic Standard Time.**

Electronic submissions must also include **Company's Name- Solicitation Number and Due Date** in the Subject Line of the email. **For Example, ABC Company, Inc. – RFP No. 001 – T-2021(P) – March 16, 2020.** The second page of each electronic submission **must only contain** the following words in red font: "**CONFIDENTIAL BID SUBMISSION.**"

THE ELECTRONIC SUBMISSION OF BIDS AND PROPOSALS MUST HAVE THE FOLLOWING INFORMATION TYPED INTO THE SUBJECT LINE OF EMAIL:

The image shows a screenshot of an email composition interface. On the left, there is a 'Send' button with a right-pointing arrow. To its right are three input fields: 'To' containing 'ebids_proposals@dpp.vi.gov', 'Cc', and 'Bcc'. Below these fields is the 'Subject' line, which contains the text 'ABC Company, Inc.-RFP-033-T-2020 (P)- May 22, 2020'.

All electronic submissions must be received at ebids_proposals@dpp.vi.gov . Where proposals are sent by email, the bidder shall be responsible for their email to the Department of Property & Procurement before the date and time set for the closing of acceptance of proposals. Proposals received after the official deadline will be considered **LATE** and will **NOT** be considered for evaluation.

F. WITHDRAWALS OF PROPOSAL

A proposal 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, cancel, or modify the proposal, except at the request

of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of services, he/she may submit to the GVI a written request for an interpretation thereof to the **Assistant Commissioner of Procurement, Lisa Alejandro at lisa.alejandro@dpp.vi.gov**. GVI shall not respond to questions received after the above established date. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the scope of services shall be made in writing to all prospective bidders. Oral explanations shall not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of services and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI shall be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se, but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI shall notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the Respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal.

A. A QUALIFICATION STATEMENT which should contain the following:

1. Firm name, address telephone and fax number.
2. Year established and any former names.
3. Types of services for which firm is qualified.
4. Names of Principals of firm and States which they are registered.
5. Names of key personnel who will be assigned to this project and their resumes of education and experience.
6. Sub-consultants proposed for this assignment and their qualifications.
7. Current workload: Scope, cost, percent completed; both prime contracts

and major subcontracts.

8. List of selected completed projects, their scope and cost, and name/phone number of owner's representative we can contact.
9. Narrative description of your approach to this project, your anticipated schedule and any unusual aspects or problems you foresee with this project.

B. An IMPLEMENTATION APPROACH which should contain at least the following:

1. 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 number of professional hours and tasks that they will perform.
2. The anticipated schedule and interim products.
3. Any unusual aspects or problems you foresee with project.

C. A COST PROPOSAL - Prospective respondents should submit an estimate of project costs. Do NOT use "TBD" (to be determined) or similar annotations in the cost estimates. The GVI is asking prospective respondents to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Failure to fully provide cost and work effort estimates may lead to elimination. The prospective respondent's Pricing Proposal structure must be aligned with the prospective vendor's work plan. The GVI will use the prospective respondent's Pricing Proposal structure as the basis for a Payment Schedule. A prospective vendor's initial offer should be based on the most favorable terms available. The GVI may, however, have discussions with those prospective respondents that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such prospective respondents and make an award and/or conduct negotiations thereafter. The Cost Proposal Should contain the following:

1. A detailed breakdown by man-hours and duration for each task.
2. Your most recent audit report to support the proposed overhead rates.

D. Reference Letters: Three (3) letters minimum related to the projected development being solicited. To obtain maximum allotted points, each letter must:

- a. Include information about past performance on similar projects from authorized representative.
- b. Include a working telephone number and email address to be contacted
- c. Notarized

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent, or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer for the same request for proposals; the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person (s) or firm (s).

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as 2 CFR Part 200. The resulting contract will contain the required contract provisions.

L. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

In accordance with the Virgin Islands law, 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.

M. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

See attached list of documentation required before award of contract.

N. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the respondent agrees to accept the boilerplate terms and conditions of the Government's standard Professional Services Contract, a copy of which is attached to this RFP, if the respondent is selected for award.

Appendices

1. Appendix A – Damage Inventory Pictures
2. Appendix B – Conflict of Interest Statement
3. Appendix C – Certification of Information
4. Appendix D - Non-Collusion Affidavit
5. Appendix E – Debarment Certification Form
6. Appendix F– Acknowledgment of any Addenda
7. Appendix G – Respondent’s Qualification Statement
8. Appendix H – Confirmation of Attendance at Mandatory Site Visit
9. Appendix I– List of Required Documents for Contracting with the GVI
10. Appendix J - Professional Services Contract

Attachment B: Conflict of Interest

By signing this form, the Respondent certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the Respondent, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the Respondent, subcontractor, employee, or consultant).

Conflicts may arise in but not limited to the following situations:

- a) Unequal access to information. A potential respondent, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in the Virgin Islands.
 - b) Biased ground rules. A potential respondent, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract for disaster recovery services in the Virgin Islands.
 - c) Impaired objectivity. A potential respondent, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
- 1) Proposer must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
 - 2) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, Government of the Virgin Islands will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.
 - 3) The Respondent, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proponent has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Respondent, _____, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from **RFP-020-T-2021(P)** that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. **The Respondent further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government of the Virgin Islands satisfaction, such conflict of interest (or apparent conflict of interest).**

Print Name and Title of Authorized Representative

Signature

Date

Attachment C: Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the best of their knowledge that:

1. The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposal for Architectural/Engineering Professional Services.
2. Compliance to all applicable laws, regulation, or ordinances of applicable Federal, State, and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
3. Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
4. The firm named below unconditionally accepts all terms and conditions listed in this request for proposal, unless fully disclosed in the response.
5. They have examined the Request for Proposal, drawings, and related documents, and hereby submit the following Proposal for Architectural/Engineering Professional Services and doing all things necessary for the satisfactory completion of the work in accordance with said documents required for the analysis and design of renovations and expansions at the project premises.
6. The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
7. They agree to commence work under this contract within five (5) days of receipt of written "Notice to Proceed" from GVI and to substantially complete the entire work of the contract as specified.
8. This proposal shall hold for and may not be withdrawn for a period of thirty (30) calendar days from the Proposal due date.
9. They have received of all addenda to the Request for Proposal, all of the provisions and requirements of which addenda have been taken into consideration in preparation of this Proposal.
10. No claim will be made on account of any increased wage, scale, material prices, taxes, insurance, or cost indexes.
11. GVI reserves the right to reject any or all bids and to waive any formality in the bidding.

Date: _____

Signed: _____

Name: _____

Title: _____

Name of Firm: _____

Organized as a (mark one):

_____ Sole Proprietorship _____ Partnership _____ Corporation Under

the Law of the State of: _____

Legal Address: _____

Telephone: _____

Facsimile: _____

Web: _____

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners. Current, valid Insurance Certificates and Union Cards for all trades are required for this project, and must be forwarded to the Vice President, Territorial Capital Projects for file record following award.

Attachment D:

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

NON-COLLUSION AFFIDAVIT

— 0 —

..... being duly sworn, deposes and says that –

(1) He is [owner, partner, officer, representative, or agent] of.....

..... the bidder that has submitted that attached bid;

(2) He is 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 this....., day of

Notary Public

Attachment E:

GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

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 GVI 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 _____, 2021, by _____ of legal age,

(Trade or Corporation)

and personally, known to me.

(SEAL)

Notary Public

Attachment F: Acknowledgment of any Addenda

RESPONDENT

Name: _____

Address: _____

Tax Identification #: _____

RESPONDENT'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____

Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

Attachment G: Confirmation of Attendance at Mandatory Site Visit

This will confirm my attendance at the RFP Site Visit to be held on March 22, 2021.

Name of Firm _____

Address _____

Contact Person _____

Telephone Number _____

Email Address _____

Name(s) of Attendees _____

THIS FORM SHOULD BE EMAILED TO: ebids_proposals@dpp.vi.gov

The subject line of email must include **Company's Name- Solicitation Number, and Appendix subject.**

Appendix - H Respondent's Qualification Statement

Name of License Holder: _____

Name of Company/DBA (if any): _____

Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership

Business Location (office): _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Website address (if any): _____

Type of License(s) _____

Number of Architectural & Engineering Services completed in the last 5 Years _____, Average value of these Contracts \$ _____

Do you have plan to use Subcontractors? Yes No If yes, company _____

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? Yes No

If yes, explain on another sheet, of other means were used to resolve the issue and the circumstances and the outcome.

Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? Yes No

If yes, explain on another sheet, the circumstances and outcome.

List three non-GVI references that can be contacted for their input concerning your abilities:

- 1) Client Name _____ Contact Number _____
- 2) Client Name _____ Contact Number _____
- 3) Client Name _____ Contact Number _____

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

- 1) Client Name _____ Value: _____ % _____
- 2) Client Name _____ Value: _____ % _____
- 3) Client Name _____ Value: _____ % _____

(If you have more contracts, please list on separate sheet)

Respondent shall certify that the above information is true and shall grant permission to the GVI to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: _____

Signature

Date



OPCMR

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. 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 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. **Sam.Gov Registration Required**
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.



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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the formation documents (i.e. articles of incorporation)] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Commissioner of the Department of Property and Procurement and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or



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Upon execution of this Contract by the Commissioner of the Department of Property and Procurement the Contract shall be effective for a Term beginning from **February 1, 2019** to **January 31, 2020**. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. **(Only insert renewal language in second sentence if the contract has an option to renew)**

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **[insert value of contract in words] [(\$insert value of contract in numerals)]** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.



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8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.



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14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.



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19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Commissioner of the Department of Property and Procurement.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT
 Anthony D. Thomas
 Commissioner
 Department of Property and Procurement



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8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]
[USER AGENCY]
[AGENCY'S PHYSICAL ADDRESS]
[AGENCY'S MAILING ADDRESS]
[CITY. STATE. ZIP CODE]

CONTRACTOR

[NAME]
[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. **(Please make sure all additional addenda are listed in this section that are made a part of this contract)**

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor



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shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).



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- (c) WORKERS' COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

 [NAME] [TITLE]
 [USER AGENCY] Date

 Anthony D. Thomas, Commissioner
 Department of Property and Procurement Date

CONTRACTOR

 [NAME] [TITLE]
 [NAME OF COMPANY] Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and [insert contractor's name].

Anthony D. Thomas, Commissioner
 Department of Property and Procurement