

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

Request for Proposal - Negotiation
PROFESSIONAL SERVICES

To: Date March 28, 2017
..... RFP-003-2017 (Professional)

Pursuant to 31 V. I. C. § 239 (a) (4) and the Rules and Regulations thereunder issued, the Government of the Virgin Islands, Property and Procurement, will receive proposals/applications for the work described below. Proposals/Applications will be received until **Wednesday, April 26, 2017 at 4:00 P.M.**

DESCRIPTION OF WORK

The Government of the Virgin Islands, Department of Property and Procurement is requesting proposals/applications from qualified contractors for the following services: **RFP-003-2017 (P) Professional Architectural/Engineering Design Services in the St. Croix District.**

SCOPE OF SERVICES: SEE ATTACHED

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, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals, the Committee will select for discussions from the firm/s or person/s considered 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 successively and severally with the firms or persons so selected regarding the anticipated concepts and the relative utility of alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS:

Selection criteria will include (i.) Professional qualifications, registration and general reputation of the principals of the firm; (ii) the extent to which the firm or person specialized in or has designed project of a type and scope similar to that hereunder; (iii) familiarity with the area in which the project is to be located; (iv) capability of meeting schedules; and (v) quality of performances on other projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or persons with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee shall 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 be commenced with the second most qualified, the third most qualified or additional firms, in order of preference and their competence and qualification, and shall continue until an agreement is reached.

Lloyd T. Bough Jr.
Commissioner Nominee
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

This project is for, the following services: **RFP-003-2017 (P) Architectural/Engineering Design Services in the St. Croix District.**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, hereinafter referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall be considered.

Applicants are requested to submit proposals based on the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Procurement Officer, Alexis J. Leycock at alexis.leycock@dpp.vi.gov**.

B. STATEMENT OF PURPOSE

This project has been addressed to assist the Government of the Virgin Islands in meeting The need for the following services: **RFP-003-2017 (P) Architectural/Engineering Design Services in the St. Croix District.**

C. PROPOSED SCOPE OF WORK

SEE ATTACHED

D. TIMETABLE.

1. Proposals will be accepted at the Department of Property and Procurement, no later than **Wednesday, April 26, 2017 at 4:00 P.M.**

E. SUBMISSION OF PROPOSAL/APPLICATION

All interested parties shall submit five (5) sets of proposals/applications (one (1) original and four (4) copies), which are to be delivered to the Department of Property and Procurement during normal business hours, no later than Wednesday, April 26, 2017 at 4:00 P.M.

Pre Proposal Conference will be held on Tuesday, April 11, 2017 at 10:00 a.m. at Department of Property & Procurement

They shall be addressed to:

Lloyd T. Bough Jr.
Commissioner Nominee
Department of Property and Procurement
#3274 Estate Richmond, Christiansted
St. Croix, U.S. Virgin Islands 00820-4200

The sealed envelope containing the proposal must have the following information written on the outside of the envelope:

SEALED PROPOSALS - DO NOT OPEN

RFP-003-2017(P)
(Name of Offeror)
(Mailing Address of Offeror)
(Telephone Number of Offeror)
(Fax Number of Offeror)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to the Department of Property and Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL/APPLICATION

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 or cancel or modify his 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 work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief of Procurement & Contracts, Lloyd T. Bough Jr.** GVI will not respond to questions received after the above-established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will 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 work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay 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 will 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 will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL (See attached RFA)

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Firm Name, address, fax and telephone
 - b. Type of service for which Firm is qualified.
2. Organization:
 - a. Names of Principals of Firm
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Article of Incorporation

- e. Copy of Certificate of Resolution
 - f. Copy of Valid Business License
 - g. Copy of Certificate of Good Standing
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
 4. Project experience:
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
 5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; email address and facsimile number).
 6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
 7. **Cost:** The Cost Proposal must be submitted in a separate sealed envelope.

K. CONFLICT OF INTEREST

A bidder 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 Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection, with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Government of the Virgin Islands until evidence is submitted that the said firm or individual has a valid V. I. Business License to do similar business in the Virgin Islands. Bidders must submit hard copy of a valid V. I. Business license within ten (10) working days after award.

All Bidders bidding as Joint Ventures that do business in the Virgin Islands must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as “**Additional insured.**” The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Offeror must provide public liability insurance with ten (10) working days after award.
2. **WORKERS’ COMPENSATION:** Within ten (10) working days after award of project the successful offeror must submit a copy of their certificate providing that his firm and his agents are covered by Workers Compensation Employee’s Liability.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED AS NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.

N. REQUIREMENTS FOR CORPORATIONS:

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



THE VIRGIN ISLANDS DEPARTMENT OF **EDUCATION**

1834 Kongens Gade
St. Thomas, U.S. Virgin Islands

REQUEST FOR PROPOSAL

FOR

ON-CALL

**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES
IN THE DISTRICT OF ST. CROIX**

I. GENERAL INFORMATION

A. PURPOSE / OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit proposal packages from providers licensed and qualified to provide architectural, structural, electrical, mechanical and civil professional services including but not limited to the preparation of scopes of work; design, construction/contract documentation, specifications, and performing contract administration construction phase services on an as-needed basis.

The Virgin Islands Department of Education (VIDE) seeks licensed and qualified Architectural Engineering (A/E) Service Providers with the knowledge, experience, and expertise to accomplish the goals and objectives in the implementation of the ABCs Deferred Maintenance Repair Program (DMRP) on the island of St. Croix. The selected provider shall furnish to the VIDE/DMRP all services specified in this solicitation. The VIDE/DMRP will issue Project Authorization Agreements with the selected contractor(s) to deliver services for a particular project.

B. BACKGROUND

Virgin Islands Department of Education

The Commissioner of Education leads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. The following contains additional information concerning the two (2) school districts:

ST. THOMAS/ST. JOHN SCHOOL DISTRICT	Number
Schools	15
Elementary Schools	10
Middle Schools	2
Junior High School	1
High Schools	2
Programs	3
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1
Total Schools and Programs	18
Number of Students	7,069
ST. CROIX SCHOOL DISTRICT	
Schools	13
Elementary Schools	8
High Schools	2

Junior High	3
Programs	3
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	16
Number of Students	6,453
<u>BOTH DISTRICTS</u>	
TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS	28
TOTAL NUMBER OF PROGRAMS	6
TOTAL NUMBER OF STUDENTS	13,522
TOTAL NUMBER OF TEACHERS/ADMINISTRATORS	1,203

On the island of St. John, one (1) school serves the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

The Division of Capital Facilities Management has been designated and will serve as the VIDE liaison on this project.

C. ADMINISTRATIVE STRUCTURE

Honorable Sharon A. McCollum, Ph.D. heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents. The official physical and mailing to be used for any correspondence or delivery of paper reports or other documentation to VIDE is as follows:

The Honorable Sharon Ann McCollum, Ph.D.
Commissioner of Education
The Virgin Islands Department of Education
1834 Kongens Gade
St. Thomas, US Virgin Islands 00802-6746

Honorable Lloyd T. Bough, Commissioner Designee of the Department of Property and Procurement (DPP), and other personnel at DPP, will officially manage the bidding, negotiation, and contractual processes. VIDE's Office of the Commissioner will serve as the liaison between the selected contractor and agencies of the Virgin Islands Government in contract preparation.

D. CONTRACT TYPE

The contract awarded under this RFP will be for professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

E. CONTRACT TERMS

The term of the contract awarded under this RFP shall be for a period of two (2) years, with up to two (2), one (1) year options to renew, upon mutual agreement between the Government and the selected contractor.

F. SELECTION OF CONTRACTOR

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

Requests are advertised for 30 days and questions are accepted and responded to prior to bid closing. A pre-bid conference date may take place early in the advertisement period, at Virgin Islands Department of Property and Procurement's discretion.

The proposer shall also meet the following minimum requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Provide previous experience including years of experience describing the type of experience required for the project.
- (4) Demonstrate ability and capability to deliver on all aspects as described in Section II.
 - Proposers should present their vision of how they propose meeting VIDE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.
- (5) Provide at least three (3) professional references (project references).
- (6) Demonstrate the ability to perform services on-site in VIDE's facilities.

G. INCURRED COSTS

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

H. LATE PROPOSALS

Any Proposal received after the exact time specified for receipt will not be considered.

I. GIFTS FROM CONSULTANT

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

J. LICENSES, FEES & TAXES

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

K. PROPOSAL FORMAT

Each proposal must also meet the following minimum requirements:

Part I: Narrative

- 1) Table of Contents
This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.
- 2) Executive Summary/Proposal Overview
This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.
- 3) Required Parts and Documents
The proposal must include components of Section F.
- 4) Technical Response
Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

Part II: Cost Proposal

The proposal shall provide the proposed compensation for the services to be provided as described in Section II. Proposer is required to provide labor rates for all positions required to execute the tasks described herein to include, but not be limited to:

1. Architectural Principal
2. Project Architect
3. Civil Project Engineer
4. Structural Project Engineer

5. Mechanical Project Engineer
6. Fire Protection Project Engineer
7. Electrical Project Engineer
8. Landscape Architect
9. Environmental Engineer
10. Lead-Based Paint Consultant
11. Asbestos Consultant
12. Surveyor
13. Cost Estimator
14. Clerical – Administrative
15. (List any other not cited above but anticipated or required)

The cost proposal shall also specify any applicable overhead and profit costs.

Part III: Proposal Evaluation

Evaluation Factors and Award

The proposal evaluation process is designed to award the contract, not necessarily to the lowest responsible bidder but rather to the most responsive bidder with the best combination of attributes such as qualifications, experience, and cost, etc., based upon the evaluation factors specifically established for this Request for Proposal.

Potential bidders must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors, which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

A. Proposed Team and Previous Experience: Background of the personnel:

- A.1 Project Manager
- A.2 Other key personnel of the Prime firm
- A.3 Consultants
- A.4 Previous Experience

B. Present Proposed Design Approach For This Project:

- B.1 Describe proposed design approach.
- B.2 What problems do they anticipate and how do they propose to solve them.
- B.3 Describe innovative approaches in design, installation, or repair.

C. Cost Control and Estimating Effectiveness

- C.1 Does Firm have a specific member of its team responsible for Quality Control, if so please specify by credentials?
- C.2 Has firm demonstrated a methodology to monitor how project time lines and cost targets are met.
- C.3 Has firm identified a qualified project manager on its team who it intends to assign to this project, if so does credentials match.

D. Schedule Control

D.1 Does firm have a qualified Project Manager who will be assigned this project- provide credentials?

D.2 What quality control techniques have firm planned to assure that project schedule(s) will be met?

E. A/E Fee(s)

E.1 Staff Hourly Labor Rates by position

E.2 Ranking of A/E's based upon cost competitiveness based upon hourly, overhead and profit costs.

E.3 Firm Overhead (Burden or Percentage

E.4 Firm's Profit Markup (percentage added on all services)

The rating scale is provided in Attachment 1.

Respondents are required to respond thoroughly to each of the evaluation factors with focus on providing answers that are both clear and concise.

II. SCOPE OF SERVICES

A. Overview

The work activities will relate to services to be performed at VIDE managed, school and/or program/office property sites on St. Croix. The activities under each Task Order Contract will be agreed upon between VIDE and the selected Contractor(s) following the Task Order process outlined in Appendix 1 below. The selected Contractor will provide the services necessary for VIDE to meet its overall Deferred Maintenance Repair Program related goals.

Such professional services may include, but shall not be limited to: architectural, site planning, structural engineering, mechanical engineering, fire alarm command systems, electrical engineering, civil engineering, landscape architectural, energy-efficiency, green engineering, cost estimating, bid document preparation, evaluation and recommendation of bids, plan review, construction management, demonstration project development, strategic/logistical services, and other professional or related services required for the complete performance of the modernization and redevelopment activities assigned by VIDE/DMRP as described in the Task Order executed between VIDE/DMRP and the Service Provider. The professional services related to the Deferred Maintenance Repair Projects activities may include:

Documenting existing architectural, structural, mechanical, electrical, civil, etc. building(s) and site conditions;

- Assessing and Evaluating buildings, structures, equipment and facility deficiencies and need for repairs, improvements, replacement and/or new construction
- Preparing Project Design and Scopes of Work to correct, remedy and/or repair all deficiencies, including but not limited to structural, architectural, electrical, mechanical, fire alarm and command systems, and building components, equipment, etc.

- Parking Lot, and Site Plan redesigns to eliminate safety, drainage, and other deficiencies and/or to address emergency, vehicle access and pedestrian pathways.
- Prepare Civil Design plans and scopes of work to address, remedy, repair and cure school campus site-issues and deficiencies;
- Roof Repairs including but not limited to removal, replacement and/or resurfacing with appropriate Products and in accordance with manufacturer's specifications
- Prepare Architectural/Engineering and Written Scopes of Work for Deferred Maintenance reduction projects
- Repairs in accordance with the most current and applicable local, federal building codes applicable

Generally, the professional services required by VIDE/DMRP will fall into one of three non-exclusive categories of services described below. As many of the contemplated activities may fall into multiple categories of service, the specific activities and deliverables expected of the Service Provider shall be described in a Task Order executed pursuant to Appendix 1 of this Exhibit "A" by VIDE/DMRP and Service Provider.

General Category of Service	Summary Description of Services
1. Architectural/Engineering Services	Architectural, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape architecture, cost estimating, building assessments, etc.
2. Technical Assistance Services	Construction management, bid document preparation/review, construction proposal review/evaluation, financial analysis and pro forma development; Total Development Cost ("TDC") calculations, soil testing, surveys, etc.
3. Contract Administration Services	Performing periodic project inspections during the construction phase; preparing and responding to Request for Clarifications and Information; and preparing environmental investigations, etc.

General Considerations:

The selected Contractor shall use its best efforts to provide the services set forth in the Task Order and such services shall be delivered in a timely and good workman-like fashion, employing best efforts to complete the professional, efficient services consistent with the interests of VIDE.

Code Compliance: The preparation and review of a design, bid, contract, initiative or other document package(s) including, but not limited to, complete construction/working drawings (including schematic designs and design development), and a complete specification/project manual, reports, drawings, plans, applications and other documents shall all comply with the applicable regulations and standards all applicable Federal Codes and ordinances. All design documents must be in compliance with the U.S. Virgin Islands Local Building Code and all applicable National Codes as administered by Department of Planning and Natural Resources of U.S.V.I

Conference and Meeting Attendance: Service Provider's representative(s) shall hold such conferences (whether telephonic, video or otherwise) and attend such conferences involving matters related to the professional services of the Project when and as deemed necessary by VIDE/DMRP.

Ownership of Documents: All drawings, specifications and other design documents prepared and furnished by the Service Provider shall become the property of VIDE/DMRP upon approval, in writing, by VIDE, or upon the prior termination of the Service Provider's services hereunder, and the Service Provider shall have no claim for further employment or additional compensation as a result of exercise by VIDE of its full rights of ownership of these documents and materials.

B: Tasks

All professional services shall be delivered in accordance with the following, as the same may be specifically modified by the Task Order:

1. Architectural and Engineering Services:

The selected Contractor shall perform such architectural (including, but not limited to, design, review, inspection, investigation and related services), structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape architecture, cost estimating services, and other related tasks as VIDE/DMRP may assign by Task Order, from time to time. In the performance of these professional services, the Contractor shall adhere to the following:

Design Criteria, Laws and Ordinances: For all design-related professional services, the Service Provider shall design the Project to conform to all applicable Federal, State, Territory and local laws, codes, ordinances, regulations, and standards as modified by any waivers which may be obtained from the appropriate jurisdictions. Minimum design criteria/ordinances include:

- 1) The Uniform Federal Accessibility Standards ("UFAS") as developed under the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.;
- 2) The Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. §§12101, et seq.;
- 3) Virgin Islands Zoning, Building and Housing Laws as published by the Government of the Virgin Islands, as the same may be amended from time to time;
- 4) 2003 International Building and Residential Code, as the same may be amended or superseded from time to time; and
- 5) National Fire Protection Association (NFPA) 72: National Fire Alarm and Signaling Code, or other as appropriate.

Design Cost Limitations: The selected contractor shall design the project to be built, modernized, or otherwise improved within the construction cost estimate set by VIDE/DMRP and referenced in the Task Order. The selected contractor may also be asked to develop RFPs and associated project budgets.

Restrictive Drawings and Specifications: The selected Contractor shall avoid the use of design elements with proprietary or other construction systems, materials, or products that would limit purchase competition, except where authorized by VIDE/DMRP.

1.a Schematic Design Phase

Upon receipt of the VIDE's Task Order and written notice to proceed, the selected contractor shall prepare and deliver the Schematic Design Documents to VIDE/DMRP. Promptly upon execution of any Task Order, the Service Provider shall consult with the VIDE/DMRP to ascertain any additional requirements of the Project. The Service Provider shall prepare for approval by VIDE/DMRP a Memorandum of Understanding for guidance in preparing the Schematic Design Documents. The Memoranda shall reflect any changes in the schedule of time and order of work due to causes beyond the control and without the fault of the Service Provider. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy, both in construction and in administration and to comply with current criteria and cost limitations. They shall include:

- a) Life Cycle Cost Analysis - A life cycle cost analysis ("LCCA") shall be completed for each mechanical system design or replacement. A minimum of two different systems is considered in the analysis with the final selection based upon the system that is most cost-effective (given construction, maintenance and administration) to VIDE/DMRP.
- b) Specifications - Submit sample outline specifications of each trade necessary to fully construct the design, for discussion with and approval from VIDE/DMRP.
- c) Site plan(s) showing location of all buildings.
- d) Drawings (appropriately sealed, by the relevant licensed professional, if required by VIDE/DMRP).
- e) Submit near complete floor plans and half complete details, schedules, and largescale plans.
- f) Wall sections and elevations sufficient to serve as the basis for a cost estimate.
- g) A statement of estimated construction cost covering all work designed or specified by the Service Provider, representing Service Provider's best judgment as a design professional familiar with the construction industry and construction practices in the USVI.
- h) Project specific analysis of applicable codes, ordinances and regulations; and the possible effect on the project.
- i) Construction phasing recommendations

1.b Construction Documents Phase

Upon approval of the Schematic Design Documents by VIDE, the Service Contractor(s) shall prepare and deliver to VIDE/DMRP for VIDE/DMRP's approval, all Bidding and Construction Documents, which are required prior to advertising for bids. The drawings and specifications produced in this Construction Documents Phase shall be consistent with the approved Schematic Design Documents. Changes that may be recommended by the Service Provider to keep within the estimated construction cost, or for other reasons arising during this Phase; shall require the approval of VIDE/DMRP before execution. They shall include:

- a) Drawings and Specifications - These documents shall set forth in detail and prescribe the work to be done, the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical and site work; the necessary bidding information, together with bid and contract forms; and General and Special Conditions of the Contract. In addition, the drawings shall include the following:
 - i) Title sheet with Index of drawings;
 - ii) Removal sheets for all demolition;
 - iii) Completed site plans, floor plans, elevations, wall sections, details and schedules for all new and modified work; and
 - iv) Such other documents as VIDE/DMRP may be required.
- b) Cost Breakdown - The selected contractor shall furnish VIDE/DMRP a breakdown of the estimated construction cost of the Project consistent with the Bidding and Construction Documents. Changes from the Estimated Project Construction Cost shall be explained and are subject to the approval of VIDE/DMRP. The cost breakdown shall:
 - i) Show unit quantity, unit measure, unit cost, and total costs of labor and
 - ii) Show taxes and insurance on labor;
 - iii) Show applicable sub-architect/engineering's mark-up as a percentage of cost;
 - iv) Use wage rates that reflect current (and if applicable, required) wages at the time the estimate is submitted;
 - v) Price material at the Service Provider's buying level; and
 - vi) Show any miscellaneous costs.
- c) Approval of Documents by VIDE/DMRP — The selected contractor shall submit the above documents to VIDE/DMRP, and shall make all changes necessary to obtain approval by VIDE, or Government of the Virgin Islands permitting and/or regulatory agency(s) or other applicable federal funding and regulatory entity(s).
- d) Approval of Documents by Other Agencies — After the Bidding and Construction Documents are approved by VIDE/DMRP, the selected contractor shall submit to those agencies of the local, state or Federal Government having jurisdiction over the Project documents, which they have the right to require for approval or permitting. The Service Provider shall promptly make all changes in the Bidding and Construction Documents necessary to obtain approval or permitting by these agencies
- e) Certification — the selected contractor shall furnish certification to the VIDE that the Bidding and Construction Documents comply with the provisions of Exhibit A, Section 2.2(A), above.
- f) Final Documents — The selected contractor shall provide the following final documents in the form indicated below:
 - i) Seal - Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under the Task Order.
 - ii) Standard Reproduction Requirements. Unless otherwise indicated in the Task Order, the Service Provider shall provide VIDE five (5) sets of documents of the approved Bidding and Construction Documents, reproduced for bid and construction purposes in such form as the VIDE/DMRP may direct (including electronic files). Additional

sets as directed by the VIDE/DMRP shall be reimbursable as provided in the Task Order.

Revisions – The selected contractor, shall make revisions in Bidding and Construction Documents when necessary, to gain or maintain approval of the documents due to deficiencies, inaccuracies or required changes, and other design matter for which the contractor is responsible under the requirements of the Task Order.

1c. Contract Award Phase

The selected contractor shall assist the VIDE in connection with advertising for soliciting and securing bids and awarding construction and development contracts. This shall include:

- a) Preparing Responses to inquiries and Clarifications of Design and Construction Documents
- b) Drafting and issuing addenda as directed and approved by the Owner
- c) Attending Pre-Bid Conference(s) when and if required by VIDE/DMRP
- d) Attending Public Bid Openings when and if required by VIDE/DMRP
- e) Assisting VIDE's DMRP when and if requested in reviewing and tabulating bids
- f) Assisting VIDE's DMRP when and if requested in recommending list of eligible bids
- g) Assisting VIDE's DMRP when and if requested in recommending award
- h) Such other activities as VIDE/DMRP may reasonably request

If, after the opening of bids, the lowest, responsive and responsible bid exceeds, by more than 5% of the estimated construction cost; the Service Provider, upon order of VIDE/DMRP, shall make such revisions and alterations in the Drawings and Specifications as may be necessary to permit proper construction and completion of the Project within the Estimated Project Construction Cost, and/or to permit rebidding.

1d. Guarantee Phase

The Service Provider may be required by the VIDE-DMRP for performing required warranty period inspections. These may include an inspection at thirty (30) days prior to the close-out of each warranty period for the elements warranted. If and when required the Service Provider shall provide a written site visit report, notifying VIDE/DMRP of any defects relating to the manufacturer or Service Provider warranties on equipment and systems, and on construction Service Providers' warranties on material and workmanship. The Service Provider will assist VIDE with Enterprise Asset Management System data updates.

1e. General Payment Considerations

Generally, the scheduling of payments for the Service Provider will be specified in the Task Order. Payment scheduling will normally be conditioned upon completion and VIDE's approval of the various deliverables.

2. Technical Services

The selected Contractor shall perform such Technical Services (including, but not limited to, structural, mechanical, electrical, acoustical, fire alarm and/or specialty analysis, assessments, evaluation, investigation, design, review, inspection, and related services) which may be required to determine the integrity, functionality, viability, productivity, of building systems and or components to include but not limited to Structural Components and Systems; Fire Alarm Command Systems and Components, Air Quality Control Performance, Preparation of Cost Estimating Services, Financial Analysis and Pro Forma Development, Total development Cost Analysis, Systems Evaluation, and other related tasks as VIDE/DMRP may assign by Task Order, from time to time. In the performance of these professional services, the Contractor shall adhere to all current federal, local and industry standards applicable thereto:

3. Contract Administration Services

The Service Provider shall perform all of the following activities when and if requested or required:

- a) Participate when and if required in pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner/DMRP.
- b) Review and approve Service Provider's shop drawings and other submittals for conformance to the requirements of the contract documents.
- c) Make periodic visits to the site to become familiar with the progress and quality of the work, determine if the work is proceeding in accordance with the contract documents, and verify that work performance and material quality is consistent with the contract documents. On the basis of these onsite observations, Service Provider shall endeavor to guard VIDE/DMRP against defects and deficiencies in the work. After each visit, the Service Provider shall submit a brief written report to VIDE/DMRP that shall include all observed deficiencies. The Service Provider or representative shall make such periodic visits (not less than once during each week) while construction is in progress up and through the date of substantial completion of all work. These visits shall continue as a basic service for a period not to exceed by more than 10% the construction period originally established in the construction contract.
- d) Conduct other project visitations when and if required by VIDE's Division of Engineering/DMRP.
- e) Advise the VIDE/DMRP on needed constructions/ engineering interpretations and clarifications of the Drawings and Specifications.
- f) Determine the extent of laboratory testing required for the work; recommend suitable arrangements for tests of materials, structural systems, or equipment; with approval of VIDE's Division of Engineering/DMRP, make any necessary arrangement for the selection of samples, and the actual testing thereof; and recommend Owner's approval or disapproval of samples, certificates, and test reports.
- g) Provide VIDE with guidance on how to incorporate considerations if, when and during construction, potential lead based paint (LBP), asbestos containing materials (ACM) and/or air conditioning refrigerants may be present on or within structures where repair/replacement work will be conducted. LBP, ACM and/or air conditioning

- refrigerants will be handled and disposed/recycled in accordance with all applicable Federal, USVI, State and Local laws, regulations and guidance.
- h) Advise VIDE's Division of Engineering/DMRP on special or observed problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
 - i) Prepare documents (drawings, sketches, specifications, etc.) for VIDE's Division of Engineering/DMRP to request a written change order from the construction Service Provider.
 - j) Prepare an independent cost or price analysis for all proposed change orders.
 - k) Assist VIDE's Division of Engineering/DMRP when and if requested in negotiating all change orders.
 - l) Assist VIDE's Division of Engineering/DMRP when and if requested to review and recommend approval or disapproval of all change order documents.
 - m) Assist VIDE's Division of Engineering/DMRP Review and recommend to VIDE payment of periodic estimates of the value of acceptable work in place, and materials delivered to and properly stored on site.
 - n) Prepare a set of reproducible record prints of Drawings, showing significant changes in the work made during construction, and other data furnished by the construction contractor to the Service Provider
 - o) Prepare a written punch list, certificates of completion and other necessary construction closeout documents.

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

IV. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License** issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original *Certificate of Good Standing, Certificate of Existence, or Certificate of Status* from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.

- (5) Articles of Incorporation or Organization, as applicable; or documents governing operation.
- (6) Certificate of Liability Insurance indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than [One Million Dollars and Zero Cents (\$1,000,000.00)] for any one occurrence. The Contractor must provide a Certificate of Liability Insurance and Declaration/Endorsement pages that indicating that the Government of the Virgin Islands, Department of Education, is as “**certificate holder**” and an “**additional insured**” on the **General Liability/Public Liability Insurance**. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers’ Compensation Employee’s Liability.

Please note the above-referenced documents are subject to modification at the Government’s discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

Appendix 1 – Task Order Contract Terms

Terms of the Task Order Contract

A. Task Order Process Summary

- 1) VIDE shall authorize the Service Provider to perform work in accordance with the following process summary and the other provisions under this Section:
- 2) VIDE will describe or define a scope of work and request that the Service Provider provide a detailed cost breakdown, delivery schedule and deliverables to perform the work.
- 3) VIDE will determine the cost reasonableness of the Service Provider's proposed cost.
- 4) VIDE may negotiate with the Service Provider over any aspect of the Task Order, and thereafter, VIDE will document the rationale for the final award of the work. Such reasoning may be included in the Task Order.
- 5) VIDE and the Service Provider shall agree upon a schedule of time and order for development of the Project and the performance of the Service Provider's services, based upon reasonable times for review, approval, and return of documents, to insure the prompt and continuing prosecution of the work. The agreeable time will be listed in each Task Order.
- 6) VIDE will issue the Task Order that (i) references the Agreement executed as a result of this solicitation; (ii) defines the Task Order scope of work; (iii) defines the construction cost estimate (if applicable); (iv) defines time limitations, including final completion dates for deliverables; (v) defines the Fixed Firm Cost or other reasonable cost to perform the work; (vi) defines the deliverables including the interim and final submission dates and the number of sets of documents to be delivered to VIDE.

B. Task Order Contract Overview

This solicitation will result in the execution of one or more indefinite delivery/indefinite quantity contracts for professional A/E Services and be effective for the period stated in this solicitation. The quantities of services specified in this solicitation are estimates only and are not purchased by the resultant contract. If the quantities described as "estimated" or "maximum" in this solicitation are not actually ordered, that fact shall not constitute the basis for an equitable price adjustment.

- 1) Delivery or performance of services shall be made only as authorized by Task Orders issued for certain scopes of work identified within this RFP and issued in accordance with the Ordering Clause (see sub-paragraph C, below) and the resultant contract. Subject to any limitations in the Order Limitations clause or resultant contract (hereinafter referred to as "Agreement"), the firm shall furnish to VIDE all services specified in this solicitation and Service Provider's proposal response and called for by Task Orders issued in accordance with the Ordering Clause. VIDE may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations.
- 2) Except as the resultant contract may otherwise provide, VIDE shall order from the Service Provider(s) all the services specified in this solicitation and resultant contract that are required to be procured by VIDE.

Appendix 1 – Task Order Contract Terms

- 3) VIDE is not required to order from the Service Provider services or requirements in excess of any limit on total orders under the resultant contract.
- 4) If VIDE urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under the resultant contract, and if the Service Provider will not accept an order providing for the accelerated delivery, VIDE may acquire the urgently required services from another source.
- 5) Any Task Order issued during the effective period of the resultant contract and not completed within that period shall incur Liquidated Damages in the amount of \$400.00 per Day. The resultant contract shall govern the Service Provider's and VIDE's rights and obligations with respect to that Task Order to the same extent as if the order were completed during the resultant contract's effective period; provided, that the Service Provider shall not be required to make deliveries under the resultant contract after the period stated within said Task Order.

C. Ordering Clause.

Any supplies and services to be furnished under the Agreement with a Service Provider shall be ordered by the issuance of Task Orders authorized by the VIDE individuals or department(s) designated in the Agreement. Such orders may be issued from the Effective Date of the Agreement through the last day of the Initial Term or last exercised Option Term, if applicable.

- 1) All Task Orders are subject to the terms and conditions of the Agreement. In the event of conflict between a Task Order and the Agreement, the Agreement shall prevail.
- 2) Task Orders may be issued by facsimile, in writing (signed by the parties), or by electronic mail, as may be authorized in the Agreement.
- 3) If applicable, specific deliverables will be reimbursed at cost as identified within each negotiated Task Order (e.g., final deliverables requiring mass reproduction).

D. Order Limitations and Order Estimates.

- 1) VIDE reserves the right to procure supplies or services related to the DMRP outside of the Task Order Contract without notification to the Service Provider.
- 2) Dishonoring Task Order. Notwithstanding sub-paragraph (1) above, the Service Provider shall honor any order exceeding the maximum order limitations in paragraph (1), unless that Task Order is returned to the VIDE ordering department within five (5) business days after issuance, with written notice stating the Service Provider's intent not to provide the supplies or services called for and the reasons therefore. Upon receiving this notice, VIDE may immediately acquire the supplies or services from another Service Provider.
- 3) Estimated Task Order Amounts. VIDE estimates that it will issue Task Orders valued at an estimated minimum of \$2,500 up to an estimated \$50,000 or more. VIDE estimates that the aggregate amount of Task Orders issued pursuant to this solicitation during the Initial Term and Option Terms shall not be in excess of \$200,000.00 Dollars.

Appendix 1 – Task Order Contract Terms

E. Single or Multiple Awards (and Minimum Quantity to be Order if Multiple Awards).

VIDE may elect to award a single Agreement or multiple Agreements for the delivery of the same or similar supplies or services by Task Order from two or more sources under this solicitation.

- 1) The VIDE's Director of Procurement shall have broad discretion with respect to the Task Order placement procedures in the case of an award of multiple Agreements (known as a "Pool of Service Providers") under this solicitation, including:
 - a. Requesting a brief proposal from the Service Providers in the Pool and then selecting the Service Provider to provide the Task Order supplies or services based on an informal evaluation of the proposals (a formal evaluation plan or scoring of proposals is not required);
 - b. Alternating the placement of Task Orders for supplies or services among the Pool of Service Providers;
 - c. Selecting a Service Provider to provide the supplies or services by Task Order from the Pool of Service Providers based on objective criteria, such as past performance on earlier Task Order(s) under this Agreement (including quality, timeliness, and cost control), a need to meet minimum order requirements under this Agreement, price or cost of the supplies or services, potential impact on other orders already placed with a Service Provider, or any other objective criteria identified;
 - d. Selecting a Service Provider based on other circumstances as described in a brief rationale memorandum prepared by the Contracting Officer or his/her designee.
 - i. The Contracting Officer or her designee shall document in the contract file the brief rationale for placement of each Task Order when the Agreement contemplates multiple awards to a Pool of Service Providers.
 - ii. In the event that VIDE awards multiple Agreements pursuant to the solicitation, then VIDE shall purchase a minimum of \$2,500.00 of services and/or supplies from each Service Provider in the Pool. The minimum quantity maybe ordered by VIDE anytime during the Initial Term and the Option Terms, if applicable.

F. VIDE's Responsibilities

VIDE shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work. Moreover, VIDE shall:

- Designate the representative authorized to act on its behalf with respect to the Project.
- Examine documents submitted by the Service Provider and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Service Provider's work.
- Provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

Appendix 1 – Task Order Contract Terms

- Provide a statement of any work, such as street improvements, to be performed by others and, therefore, not to be included in the Construction Contract for the Project or the Task Order.
- Give prompt written notice if VIDE observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
- Furnish, refer or otherwise make available the schedule of minimum wage rates approved by the Secretary of Labor for inclusion in the bid or other applicable documents, specifically including the required provisions of the Stafford Act when and if required.
- Specify when and if structural, mechanical, chemical or other laboratory tests, inspections and reports as required by law, the Contract Documents or the Task Order.
- Undertake such other responsibilities as may be specifically required in the Task Order.

G. Miscellaneous Requirements

Assignability:

The Service Provider shall not assign or transfer any interest in the Agreement except that claims for monies due or to become due the Service Provider from the Owner under the Agreement may be assigned to a bank, trust company, or other viable financial institution. If the Service Provider is a partnership, this contract shall insure to the benefit of the surviving or remaining members of such partnership approved by the Owner.

**Department of Education
RFP SELECTION COMMITTEE RATING FORM**

RFP: _____

PROJECT: VIDE A/E DESIGN SERVICES-STX

LOCATION: ST. CROIX

EVALUATION FACTORS (PROFESSIONAL SERVICES)*

		WEIGHT FACTOR									
1. OVERALL RESPONSIVENESS: 12% - (Bid package includes all requested documents and all RFP required documents, including acknowledgement of Addendums I & II)		12									
2. QUALIFICATION: 10% - (Does bidder's package include sufficient evidence to determine if bidder is professionally licensed and qualified for this type of work?)		10									
3. EXPERIENCE: 10% - Past similar performance (plus or minus 10 points possible)		10									
4. APPROACH TO SCOPE OF WORK: 20% -											
(A) Bid package shows bidder has adequate grasp of the overall project Scope.		8									
(B) Approach proposed in the bid that demonstrates project's sensitivity and appropriate details in the approach to meet the Project's Objectives.		7									
(C) Bid Package shows bidder is properly and adequately staffed to perform and can deliver services on a timely basis.		5									
5. OVERALL TIME TO PERFORM BASIC DESIGN SERVICES: 24%											
(A) Work Task Item No. 1 Time to Generate Existing Condition and Findings		8									
(B) Work Task Item No. 2 Time to Perform Preliminary Design		8									
(C) Work Task Item No. 3 Time to Establish Final Design & Engineer's Cost Estimate		8									
6. COST TO PERFORM BASIC DESIGN SERVICES: 24%											
(A) Work Task Item No. 1 Time to Generate Existing Condition and Findings		8									
(B) Work Task Item No. 2 Time to Perform Preliminary Design		8									
(C) Work Task Item No. 3 Time to Establish Final Design & Engineer's Cost Estimate		8									
TOTAL: 100		100									

RATED BY: _____

DATE: _____