



REQUEST FOR PROPOSAL:

For Ad/Publication: January 2022
Publication Extended as of March 4, 2022

The Moravian Church Virgin Islands Conference
Request for Proposal (RFP)
Site Information:
Emmaus Moravian Church
#10 Estate Emmaus
Coral Bay, VI 00831

The Moravian Church Virgin Islands Conference is soliciting proposals for:

SOLICITATION TYPE: Request for Proposals (RFP)
RFP NUMBER: #2022-001-MCVIC
DESCRIPTION: ARCHITECTURAL and ENGINEERING SERVICES
ISSUE DATE: Date: January 17, 2022

PRE-PROPOSAL CONFERENCE DATE AND TIME: Date: January 27, 2022 Time: 10:00 A.M.

PRE-PROPOSAL CONFERENCE LOCATION: Emmaus Moravian Church
#10 Estate Emmaus,
St. John Virgin Islands 00831
VIA ZOOM

PROPOSAL DUE DATE: March 17, 2022 (Extended Date)

PROPOSAL DUE TIME: 11:59 P.M. AST

DIRECT INQUIRIES TO: Office of the Superintendent
Moravian Church Virgin Islands Conference
Tel. (340) 713- 1055
Property Manager (340) 642-6413
E-mail Address - rfpinfo@moravianvic.com

PROPOSAL INFORMATION: MORAVIAN WEBSITE: www.mcvic.org

Note: All inquiries must be received via e-mail to: rfpinfo@moravianvic.com no later than , March 17, 2022, by 4:00 P.M. AST. Proposal submission must be received via email to: ebid.proposals@mcvic.org no later than, March 17, 2022, by 11:59 P.M. AST. All proposals are subject to the Conditions, Instructions and Specification attached hereto.

Errol Connor, Rev. Dr.
Superintendent or
Authorized Agent
Moravian Church Virgin Islands Conference

January 18, 2022
Date

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FRIEDENSFELD MORAVIAN CHURCH
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APPENDICIES & ATTACHMENTS

APPENDICES

- APPENDIX A -** 1) Scope of Services Information - Part 1
2) Detailed Scope of Work - Part 2
- APPENDIX B -** 1) Fee Proposal Information Form - Part 1
2) Fee/Timing Proposal Cost Sheet - Part 2
- APPENDIX C -** No Offer Form
- APPENDIX D -** Financial or Personal Interest disclosure Statement
- APPENDIX E -** Identification of key Personnel Certification
- APPENDIX F -** Non-Collusive Affidavit
- APPENDIX G -** Equal Employment Opportunity (EEO) Statement
- APPENDIX H -** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- APPENDIX I -** Record of Comparable Projects for the Past Three Years
- APPENDIX J -** Record of Comparable Projects In Progress
- APPENDIX K -** Small, Minority, Women-Owned Business Self-Certification Form
- APPENDIX L -** Minority and Women Owned Business Enterprise (MBE/WBE) Bid Data Form
- APPENDIX M -** Reference Release Forms
- APPENDIX N -** **IRS Form W-9** - Request for Taxpayer Identification Number and Certification

ATTACHMENTS

- ATTACHMENT A -** FEMA - Damage, Dimension, Description Report (DDD)
- ATTACHEMNT B -** CFR 200 APPENDIX II



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A. INTRODUCTION

The Moravian Church Virgin Islands Conference is soliciting the Services of a qualified Architectural and Engineering Firm to Evaluate the Hurricane damaged Sanctuary structure of **Emmaus Moravian Church** located at **#10 Estate Emmaus, St. John, Virgin Islands** and develop a design to restore the structure to pre-hurricane damage conditions, all necessary structural and historical aesthetic repairs to include any and all mitigation design measures to prevent or reduce damages in the event of future disasters in compliance with all required provisions in the Virgin Islands code and any applicable Virgin Islands governmental codes and regulations and/or federal codes and regulations applicable thereto.

Please submit in detail the Scope of Services as an attachment to this document, as it pertains to the Scope of Work provided by the Federal Emergency Management Agency (FEMA) as per Attachment A.

Context

In September of 2017, St. John sustained a direct hit from Hurricane Irma. The hurricane inflicted devastating damage to Emmaus Moravian Church located at **#10 Estate Emmaus, St. John**. Through this Request for Proposal (RFP), the Moravian Church Virgin Islands Conference (MCVIC) is soliciting proposals from licensed and qualified Architecture and Engineering (A&E) firms for the design for repairs to our sanctuary as described further in this RFP. This project will be largely funded by the Federal Emergency Management Agency (FEMA) and will be governed by the terms and conditions for federal grants.

Moravian Church VI Conference Background

The Moravian Missions Worldwide started in 1732 on St. Thomas Virgin Islands. At the time of the establishing of Bethany Moravian Church in 1754, the Moravian Brethren sought to expand their missionary activity to other areas of St. John. In 1782, it was possible after Thomas de Maiville acquired the Estate Forsynet (Providence), who gave it to the Moravians, who named it Emmaus. The initial Sanctuary was destroyed from a hurricane in 1916. The structure was and rebuilt and rededicated in 1918.

The Moravian Church VI Conference (MCVIC) is a religious organization that was established and registered as a Domestic Non-Profit Organization in 1965. The Moravian Church VI Conference has oversight and management of all the Moravian properties within the Virgin Islands. The Emmaus Moravian Church is one of the two congregations on St. John which received the most damage from Hurricane Irma. Emmaus was the second Moravian mission on St. John.

The Moravian Church VI Conference is run by an Executive Board where the appointed Superintendent serves as the Chairman of the Board. The Superintendent is responsible for the day-to-day operations of the Conference which is managed through offices on St. Croix and St. Thomas. All the Properties owned in the Virgin Islands are managed by The Conference Office with the assistance of the Property Manager, Samuel Rymer.

The Moravian Church VI Conference is a registered non-profit organization. Its main source of funding is through our congregational tithes and offerings and our commercial properties. The funding that will be utilized for the services provide will mainly come from the FEMA PNP Grant at 90/10 cost share.



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B. INSTRUCTION TO RESPONDENTS

The Moravian Church Virgin Islands Conference, as Owner, hereinafter referred to as Conference, has issued this Request for Proposals (RFP) to define the minimum service requirements; solicit proposals; detail proposal requirements; contractor requirements; and, outline the process for evaluating proposals and selecting the subsequent Contractor(s) to secure a firm, fixed-price service agreement for Evaluation and Redesign of EMMAUS Church Sanctuary located at **Estate Emmaus, St. John, Virgin Islands**

All procurement actions facilitated by the Conference will be conducted in an open, transparent, and competitive manner. The Conference will consider with each transaction competitive pricing, quality of work, reputation, and referrals, and understanding of the solicited deliverables and/or scoring criteria. The Conference supports solicitation of proposals from all markets with no geographical preferences and to give ALL qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with The Conference as Contractors and Subcontractors

All RFP responses must respond to the written RFP and any RFP appendices, attachments, or amendments.

1. COMMUNICATIONS/SUBMISSION DATES

All communications regarding this RFP shall be in writing and must be directed to the following Point of Contact, the Conference's only point of contact for this RFP.

Office of the Superintendent
Moravian Church Virgin Island Conference
Office Phone: (340) 713-1055
Property Manager: (340) 642-6413
E-mail Address: rfpinfo@moravianvic.com

NOTICE: Unauthorized contact regarding this RFP with other members of the Conference may result in disqualification from this procurement action.

- a. The Conference has assigned the following identification number that must be referenced in all communications regarding the RFP:
RFP#2022-001-MCVIC
- b. Any oral communications shall be considered unofficial and non-binding regarding this RFP.
- c. The Office of the Superintendent must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline – **March 17, 2022 by 4:00 P.M. AST.**
- d. Each Respondent shall assume the risk of the method of dispatching any communication or proposal to the Conference. The Conference assumes no responsibility for delays or delivery failures resulting from the method of dispatch.



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- e. The Conference reserves the right to determine in its sole discretion the appropriate and adequate responses to written comments, questions, and requests for clarification.
- f. The Conference's official responses and other official communications pursuant to this RFP shall constitute an amendment to this RFP.
- g. Only the Conference's official, written responses and communications shall be considered binding regarding this RFP.
- h. The Conference reserves the rights to determine, in its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, or electronic mail).
- i. The Conference reserves the right, in its sole discretion, to accept any proposal received, to waive any discrepancy, to reject any proposal, or to negotiate with any responding party, to best meet the needs of the Conference.

2. CODE OF STANDARDS

a. EXTERNAL ORGANIZATIONAL CONFLICTS

Contractor certifies that neither it nor any of its subcontractors include persons who have an interest, direct or indirect, in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

- (i) A present or former member or officer of Moravian Church Virgin Islands Conference or any member of the officer's immediate family. This prohibition does not include any present or former Executive Board member who does not serve on the governing body of a Church Board, and who otherwise does not occupy a policy-making position with the resident corporation, Conference, or a business entity.
- (ii) Any Moravian Church Virgin Islands Conference member who formulates policy or who influences decisions with respect to the Conference project(s) that are connected to this proposed contract, or any member of the Moravian Church Virgin Islands Conference's immediate family, or the Moravian Church Virgin Islands Conference's partner.
- (iii) Any public official, member of the local governing body, or State/Territory or local legislator, or any member of such individual's immediate family.
- (iv) A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as the Virgin Islands).

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild.)

b. INTERNAL ORGANIZATIONAL CONFLICTS

- (i) It is the Conference's policy to avoid situations which place a Respondent in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent may have which relates to the work to be performed pursuant to this solicitation or where the Respondent's performance of such work may provide it with an unfair competitive advantage.
- (ii) If necessary, Respondents shall provide a signed statement ("Disclosure Statement") which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible organizational conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.



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- (iii) In the Disclosure Statement, the Respondent may also be required to provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (iv) In the absence of any relevant interests identified in a signed Disclosure Statement, Respondents certify by their signature on this solicitation that the Respondent to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work. The Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists regarding the Respondent's possible performance of this procurement.
- (v) No award shall be made until the Disclosure Statement, if applicable, and the **Financial or Personal Interest Disclosure Statement** has been evaluated by the Contracting Officer. Failure to provide the Disclosure Statement or the **Financial or Personal Interest Disclosure Statement** will be deemed to be a minor infraction and the Respondent will be permitted to correct the omission within a time frame established by the Contracting Officer.
- (vi) Refusal to provide the Disclosure Statement or the **Financial or Personal Interest Disclosure Statement** and any other additional information required by the Contracting Officer, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.
- (vii) If the Contracting Officer determines that a potential conflict exists, the selected Respondent shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

3. SCOPE OF WORK/SERVICES

Contractor shall perform the scope of work/services in accordance with **APPENDIX A**.

4. SUBMISSION OF PROPOSALS DOCUMENTS

Each proposal must be transmitted via email to ebid.proposals@mcvic.org and should be sent as an attachment by: **March 17, 2022, BY 11:59 P.M. AST** The Subject Line of your email submission should include the following:

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5. PROPOSAL SUBMISSION

Proposal Format - In submitting a proposal, the Respondent should provide a full, clear, and complete response. Proposals should be provided in the following format, securely bound with tabs clearly identifying each section. Each proposal response should be economically prepared, with emphasis on completeness and clarity of content. All information must be incorporated into a response to a specific requirement and clearly referenced. All proposals, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize appendixes are permissible). The proposal response shall not exceed thirty (30) pages (excluding charts, spreadsheets, and other exhibits). All proposal response pages must be numbered. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process. Each Respondent must submit one (1) original and one (1) copy of their proposal response. (See Section B. Proposal Evaluation Protocol for point scale)



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- a. Letter of Transmittal - Include a letter of transmittal bearing the signature of an authorized representative of the Respondent and the name(s) of the individual(s) authorized to negotiate services and cost with the Conference. Also, include a brief introduction and information about the firm and its experience with providing Architectural and Engineering Services as delineated with Appendix E.
- b. **Approach Plan** - The following items shall be clearly delineated and labeled within the Respondent's plan (see Appendix A for outline of required points to be addressed)
 - i. **Management Approach** - The evaluation of the proposals for this factor will be based on the soundness and quality of the Respondent's plans for Architectural and Engineering management for providing the required services. Higher evaluation ratings will be given to proposals that demonstrate specific examples of successful management plans and quality control approaches that will be used in performance of the contract rather than a general approach that cites the requirements in the RFP. The Respondent's coordination and monitoring techniques with proposed agencies, subcontractors or consultants will also be evaluated.
 - ii. **Technical Approach** - The evaluation of the proposals for this factor will be based on the Respondents' understanding and awareness of the various functions required to perform the activities and requirements of the RFP. The evaluation of the Respondent's response will be based upon the degree to which the Respondent has presented a quality approach to the design dynamic and Board of Stewards concerns of the development. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures and methodologies, the proposed work plan and schedule and the expected outcomes and deliverables.
 - iii. **Qualifications and Availability of Key Personnel** - The evaluation of the proposals for this factor will be based on the quality and adequacy of the knowledge, skills, and pertinent experience of proposed key personnel, and their availability for working on the subsequent contract for this RFP.
 - iv. **Capabilities and Experience** - The evaluation of the proposals for this factor will be based on the experience, performance history, and competence of the Respondent and any proposed joint ventures, subcontractors, and consultants to provide the required services delineated in the RFP. This includes the capability to provide adequate resources and support to accomplish the general and specific requirements delineated within this RFP, and relevance of prior and current experience. This factor also includes the capacity to take on new work and the Respondent's plan to add staff, as necessary.
 - v. **Past Performance** - Submit detailed information on Respondent's experience in providing similar services to similar agencies or entities, providing information on the Respondent's Architectural and Engineering Services experience. Respondents shall have a demonstrated minimum of three (3) years' experience in conducting the required services, which can be documented through the references/work experience provided. Provide the names, addresses and telephone numbers of at least three (3) references that may be contacted that have used the services of your company. References submitted must address the Respondent's experience in the areas outlined within this RFP.
 - vi. **Fee Proposal Form** - All offers must be submitted on the **Fee Proposal Form provided by the Conference** (see APPENDIX B). Failure to provide an offer for each item delineated on the Fee Proposal Form may result in the offer being determined "non-responsive" and potentially disqualified from consideration. Respondent should insert the words "No Offer" in the space provided for any item for which no price is submitted. Offers shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this RFP. Unless otherwise specified herein, all prices shall



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be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any changes made to the Respondent's proposal shall subject the offer to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments. Please type all prices.

- c. **Commitment to Diversity** - Indicate any past or current successes and/or proposed activity relating to MBE/WBE initiatives.

6. NO OFFER

If you wish to remain on the Conference's vendor's list, but are not submitting a proposal, you must return the "No Offer" form (contained in this Solicitation) by the stated Proposal Due date. Mark the form "No Offer" and explain the reason for not submitting. Failure to respond (3) times, in succession, without justification, shall be cause for removal of the vendor's name from the vendor's list.

7. REJECTION OF PROPOSALS

The Conference may reject any or all proposals, and may waive any discrepancy, or negotiate with any responding party. Action to reject all proposals shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate completion of job, nor any other reason deemed appropriate by Conference. The Conference reserves the right, in its sole discretion, to accept any proposal received, to waive any discrepancy, to reject any proposal, or to negotiate with any responding party, to best meet the needs of the Conference.

8. MODIFICATION OF SOLICITATION

The Conference reserves the right, in its sole discretion, to increase, reduce, add, or delete any item to this solicitation as deemed necessary where it is consistent with Conference's policies to do so. The Conference reserves the right, in its sole discretion, to accept any proposal received, to waive any discrepancy, to reject any proposal, or to negotiate with any responding party, to best meet the needs of the Conference.

9. MODIFICATION OF CONTRACT

The Conference reserves the right, in its sole discretion, to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to award portions of this RFP, waive minor informalities and technicalities, and to make awards consistent with Moravian Church Virgin Islands Conference policies, and the laws governing the U.S. Virgin Islands. The Conference reserves the right, in its sole discretion, to accept any proposal received, to waive any discrepancy, to reject any proposal, or to negotiate with any responding party, to best meet the needs of the Conference.

10. NEW EQUIPMENT

All material, supplies and equipment offered and furnished must be new, and of current manufacturer production, unless the RFP specifically permits used or reconditioned items.

11. TAXES

The Conference is exempt from sales tax. The Contractor agrees to pay all taxes incurred in performance of an awarded contract.

12. CONTRACTOR STATUS

The Contractor shall be an independent Contractor and will not be an employee of Moravian Church Virgin Islands Conference.



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13. COST PROPOSALS

All costs incurred, directly or indirectly, in response to this solicitation shall be the sole responsibility of, and borne by, the Respondent.

14. FUNDING AND FUNDING LIMITATIONS

This disaster recovery project is funded by the Federal Emergency Management Agency (FEMA) under the guidelines and regulations of The Stafford Act, and such is subject to Federal Audit and compliance. The final A/E contract as well as any subsequent construction contracts shall include the Federal clauses required by 2 CFR 200 Appendix II. The Conference shall not be bound to any contract if funding has been disallowed.

15. GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify Moravian Church Virgin Islands Conference in writing specifying the regulation which requires an alteration. Moravian Church Virgin Islands Conference reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to Moravian Church Virgin Islands Conference.

16. ERRORS - PROPOSAL REJECTION

Each correction made by the Respondent on the Fee Proposal Form **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil.

17. ACCEPTANCE PERIOD

All Respondents submitting a proposal must agree to honor the terms and conditions contained herein for a period of sixty (60) days.

18. PROPOSAL SIGNATURE

The person signing the Fee Proposal Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the proposal has been opened. No signatures shall be in pencil.

19. PROPOSAL WITHDRAWAL

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery during the normal course of business prior to the time of contract award.

C. PROPOSAL EVALUATION PROTOCOL

1. REVIEW ASSESSMENT

All Proposal Presentations will be conducted in a transparent and competitive manner. The Conference will consider with each transaction competitive pricing, quality of work, reputation, and referrals, and understanding of the solicited deliverables and/or scoring criteria. The Conference supports solicitation of offers from all markets with no geographical preferences.

- a. The Competitive Negotiation Process will be used to select an A/E for award of the contract. The Conference reserves the right to negotiate a contract with an individual, Respondent or organization that provides the greatest benefit to the Conference, not necessarily the lowest fee proposal.
- b. The Conference will select the proposal that is the most advantageous to the Conference based on the evaluation criteria stated herein. The Conference reserves the right to negotiate rates and other factors.



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- c. The Conference reserves the right to negotiate the final scope of services with all Respondents in the competitive range.
- d. The Conference reserves the right to waive any minor irregularities or technicalities in the proposals received.
- e. The Conference reserves the right to award without discussion. If the Conference determines that discussions are in the best interest of the Conference, the procedures stated in items g below shall be utilized.
- f. Respondents within the graded competitive range may be selected for an oral presentation interview. The interview process will be arranged to assist the Evaluation Committee in differentiating those Respondents within the competitive range.
- g. The Conference will award the Architectural and Engineering Services contract to the Respondent whose proposal provides the best value to Moravian Church Virgin Islands Conference based upon the evaluation criteria outlined within this RFP. Upon evaluation of the proposals, Moravian Church Virgin Islands Conference will negotiate with the Respondents whose proposals fall within the competitive range. Fees as well as any other relevant factor identified by the Evaluation Committee will be a negotiation factor. Once negotiations are complete, the Conference shall establish a common date and time for the submission of Best and Final Offers. If a Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's immediate previous offer shall be construed as its Best and Final Offer. The Conference reserves the right to make an award without negotiation if it is in the best interest of the Conference to do so.
- h. Only those firms under consideration for contract award will be selected to make an oral presentation. The oral presentation process will be arranged to assist the Evaluation Committee in differentiating those Respondent's under consideration for contract award. Selected Respondents will be afforded a maximum of fifteen (15) minutes to make an oral presentation and should be prepared for a question-and-answer period of fifteen (15) minutes before the Evaluation Committee and other designees by Conference.
- i. The Evaluation Committee may deduct points from Respondent's preliminary score as deemed necessary. In the case where offers are scored equally, the Fee Proposal Form amount shall be the determining factor.
- j. Due to the aggressive timeline for this RFP action, oral presentations are by request and will be scheduled appointments via Zoom. Selected Respondents will be contacted no later than 24 hours prior to the appointment date to confirm their attendance.

2. FACTORS FOR AWARD

The Factors for Award to be used in reviewing proposals and their respective weights are as follows:

FACTORS FOR AWARD TABLE	
Comprehensive Design Plan	WEIGHT
a. Management Approach	15 Points
b. Technical Approach	10 Points
c. Qualifications and Availability of Key Personnel	05 Points
d. Capabilities and Experience	20 Points
e. Past Performance	10 Points
f. Fee Proposal/Completion Time/ Pricing	40 Points
Total	100 Points



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Comprehensive Design Plan

a. Management Approach **15 points**

The evaluation of the proposals for this factor will be based on the soundness and quality of the Respondent's plans as Architectural and Engineering Firm management for providing the required services. Higher evaluation ratings will be given to proposals that demonstrate specific examples of successful management plans and quality control approaches that will be used in performance of the contract rather than a general approach that cites the requirements in the RFP. The Respondent's coordination and monitoring techniques with proposed agencies, subcontractors or consultants will also be evaluated.

1. Respondent must demonstrate capacity to provide professional A/E services.
2. Respondent shall provide evidence that the A/E Firm's staff will respond and provide appropriate A/E services.

b. Technical Approach **10 Points**

The evaluation of the proposals for this factor will be based on the Respondent's understanding and awareness of the various functions required performing the activities and requirements of the RFP. The evaluation of the Respondent's response will be based upon the degree to which the Respondent has presented a quality approach to the specific dynamics and design approach of the Sanctuary. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures, and methodologies, the proposed work plan, and schedule and the expected outcomes and deliverables.

c. Qualifications and Availability of Key Personnel **5 points**

The evaluation of the proposals for this factor will be based on the quality and adequacy of the knowledge, skills, pertinent experience of proposed key personnel and their availability for working on the subsequent contract for this RFP.

1. Include an organizational chart, staff resumes, and anticipate project participation levels. Resumes must include experience and expertise in Design Service.
2. Respondent must provide detailed information on staff qualifications, a U. S. Virgin Islands Architectural and Engineering License Certification and other required licenses and certifications must be submitted with Respondent's offer as delineated within Attachment A.

d. Capabilities and Experience **20 Points**

The evaluation of the proposals for this factor will be based on the experience, performance, history and competence of the Respondent and any proposed joint ventures, subcontractors, and consultants to provide the required services delineated in the RFP. This includes the capability to provide adequate resources and support to accomplish the general and specific requirements delineated within this RFP, and relevance of prior and current experience. This factor also includes the capacity to take on new work and the Respondent's plan to add staff, as necessary.

1. Respondent must demonstrate capacity to provide turnaround time in hourly increments of four (4) hour, six (6) hours and/or eight (8) hour shift as needed in multiple locations.

e. Past Performance **10 Points**

Submit detailed information on Respondent's experience in providing similar services to similar agencies and entities, providing information on the Respondent's design experience.

Respondent must provide detailed direct experience of a **minimum of three (3) years** or more in providing Architectural and Engineering services as delineated in this RFP which can be documented through the references (See Attachment M - Reference Release Form) and Work



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Experience (See Attachments I - Record of Comparable Projects -Past 3 Years and **Attachment J** - Record of Comparable Projects in Progress).

Provide the names, addresses and telephone numbers of at least three (3) references that may be contacted that have used the services of your organization. References submitted must address the Respondent's experience in the areas outlined within this RFP.

Past Performance Table	
Experience of Firm	Maximum Points - 5
0 - 3 Years	1
4 - 8 Years	3
9 + Years	5
Experience of Staff	Maximum Points - 5
0 - 3 Years	1
4 - 8 Years	3
9 + Years	5

f. Fee Proposal Form

10 Points

All offers must be submitted on the Fee/Timing Proposal Cost Sheet provided with this RFP by the Conference (See APPENDIXB - Part 2). Failure to provide an offer for each item delineated on this Fee Proposal Form may result in the offer being determined "non-responsive" and potentially disqualified from consideration. Respondent should insert the words "No Fee" in the space provided for any item for which no price is submitted. Proposals shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this Request for Proposals. Unless otherwise specified herein, all prices shall be in a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Taxes, fees, printing costs, and other reimbursable items are the responsibility of the Respondent.

Any changes made to the Respondent's proposal shall subject the proposal to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments. Please type/enter all prices.

Total Possible Points - 100 Points

3. DUE DILIGENCE

All Proposal Presentations shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, Moravian Church Virgin Islands Conference shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. Moravian Church Virgin Islands Conference shall not contract with firms and/or individuals listed on *List of Parties*

Excluded from Federal Procurement and Non- procurement Programs. If a prospective Contractor is found to be non-responsible a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.



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4. PROPOSAL EVALUATION PERIOD

During the period when proposal evaluation is being conducted, all proposal analyses are confidential. This measure maintains the integrity of Moravian Church Virgin Islands Conference's procurement system. No Moravian Church Virgin Islands Conference personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises Moravian Church Virgin Islands Conference in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.

D. REQUIREMENTS OF THE RESPONDENT

1. MANDATORY SUBMITTALS

Forms must be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory submittals are:

- a. Fee/Timing Proposal Form/Sheet
- b. Copy of Valid Business License
- c. W-9 Request for Taxpayer Identification Number and Certification
- d. Proof of valid SAMS.Gov Registration (**In Good Standing**)
- e. Financial Statement for Previous Two (2) Years
(Balance Sheet, Income Statement, Cash Flow Statement)
[Original and/or copies of financial statements will be returned to Respondents after contract award] **REQUIRED FOR ACTIONS OVER \$100,000**
- f. Small Business MBE, and WBE Business Self Certification Forms
- g. Equal Employment Opportunity Statement
- h. Financial or Personal Opportunity Statement
- i. Identification of Key Personnel Certification
- j. Non-Collusive Affidavit
- k. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- l. Three (3) Reference Release Forms (**References submitted must address the Respondent's experience in the areas requested within this RFP.**)
- m. Record of Comparable Projects Completed in the Past Three (3) Years
- n. Record of Comparable Projects in Progress
- o. No Offer Form (if Applicable)

NOTE: The form of contract substantially represents the contract document that the Respondent(s) selected by Moravian Church Virgin Islands Conference **MUST** agree to and execute, although the Moravian Church Virgin Islands Conference reserves the right to modify the form of contract before execution to ensure the final format conforms to the needs of the Conference. (See **APPENDIX G**).

2. LICENSES / PERMITS

The successful Respondent must have all applicable licenses and permits required by Federal and State/Territory Laws to perform under the subsequent contract.

3. INSURANCE REQUIREMENTS

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by Moravian Church Virgin Islands Conference. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by Moravian Church Virgin Islands Conference.



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- a. Worker's Compensation, in accordance with the laws of the Territory of the US Virgin Islands. Workers The Contractor shall carry Professional Liability Insurance with minimum limits of coverage of \$1,000,000 per occurrence.
- b. The Contractor shall carry Commercial General Liability Insurance with combined minimum limits of coverage of \$1,000,000 per occurrence, and motor vehicle liability insurance with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c. **Moravian Church Virgin Islands Conference shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold Moravian Church Virgin Islands Conference, its officers, agents and employees, harmless from any and all claims made against Moravian Church Virgin Islands Conference's officers, agents and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agreement to indemnify and hold Moravian Church Virgin Islands Conference, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.
- d. **Proof of insurance shall be provided to Moravian Church Virgin Islands Conference prior to execution of this Contract. Insurance policies shall include a term or endorsement providing for notice to the Moravian Church Virgin Islands Conference prior to cancellation, in substantially the following form:**
Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Office of the Superintendent, Moravian Church Virgin Islands Conference, P.O Box 869 St. Croix, Virgin Islands 00821-0869 sent by certified mail, return receipt requested.

E. CONTRACT ADMINISTRATION INFORMATION

The Office of the Superintendent is responsible for the administration of this contract unless otherwise stated in the contract. The Contracting Officer for this contract will be the Superintendent of The Moravian Church VI Conference. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

1. CONTRACT PERIOD

The Contractor shall complete all the work hereunder within the terms of the contract. Contract period shall be for eighteen (18) months from the Effective Date of the Contract.

2. OPTION TO EXTEND

The contract shall have an option to extend for up to one (1) additional twelve (12) month period. Total contract period shall not exceed thirty (30) months from the Effective Date of the Contract, i.e., the date on which the original contract is executed by the Moravian Church Virgin Islands Conference.

3. HOLIDAYS

The Moravian Church Virgin Islands Conference Office recognizes and observes all federal and local holidays. In addition, work is prohibited on Sundays and the following religious holidays unless permission is granted:

New Year's Day
Christmas Day
Holy Thursday
Good Friday



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If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

4. TERMINATION FOR CONVENIENCE AND DEFAULT

Moravian Church Virgin Islands Conference reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of Moravian Church Virgin Islands Conference. If terminated for the convenience of the Moravian Church Virgin Islands Conference, the Moravian Church Virgin Islands Conference will notify the Contractor of the termination in writing by certified mail, return receipt requested and shall pay Contractor for services rendered prior to Contractor's receipt of notice of the contract termination. If terminated due to contractor's default the Conference will be duly notified in the same manner, but in that event, no payment to the contractor shall be due.

F. SPECIAL CONTRACT CONDITIONS

1. ADVERTISING

In submitting a proposal, Respondent agrees not to use the results from it as a part of any commercial advertising.

2. NOTICES

- a. All notices, demands, requests, and claims pertaining to the award of this contract must be addressed in writing and sent via overnight delivery to:

Physical address:

The Office of the Superintendent
Moravian Church Virgin Islands Conference
#26 Est. Friedensthal Bld. #1 Bay #4
St. Croix, Virgin Islands 00820

And/or

Mailing address:

The Office of the Superintendent
Moravian Church Virgin Islands Conference
P.O. Box 869,
Christiansted, VI 00821-0869

With a copy sent by email to: rfpinfo@moravianvic.com

- b. Any protest against this procurement action must be received prior to the due date for receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing and must give complete and detailed grounds why the actual or prospective Contractor is protesting the solicitation and/or award. The proposal protest shall be submitted to the authorized Moravian Church Virgin Islands Conference personnel or designee, who shall review the protest and all other related information and issue a written decision on the matter. The authorized Moravian Church Virgin Islands Conference personnel or designee may, at their discretion, suspend the procurement and/or contract award pending resolution of the protest, if warranted by the facts presented. The authorized Moravian Church Virgin Islands conference personnel or designee will have final ruling authority.



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3. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable Federal State/Territory and local laws, regulations ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons. The Contractor shall obtain, at Contractor's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

4. INDEMNIFICATION

Indemnification Moravian Church Virgin Islands Conference cannot and, by the agreement relating to this RFP, does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

5. STANDARDS OF CONDUCT

The Contractor Shall be responsible for maintaining satisfactory standards of employee competency conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.