

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

Request for Proposal - Negotiation
PROFESSIONAL SERVICES

To: Date May 20, 2016
..... RFP-012-2016 (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 for the work described below. Proposals will be received until **Friday, June 3, 2016 @ 4:00 P.M.**

DESCRIPTION OF WORK

The Government of the Virgin Islands, Department of Property and Procurement is requesting proposals from qualified contractors for the following services: **RFP-012-2016 (P) Roadside Clearance (Emergency Service) for the District of St. Croix.**

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 design 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.

Randolph N. Bennett
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

This project is for, the following services: **RFP-012-2016 (P) Roadside Clearance (Emergency Service) for the District of St. Croix.**

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 **Chief of Procurement & Contracts, Lloyd T. Bough Jr. at lloyd.bough@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-012-2016 (P) Roadside Clearance (Emergency Service) for the District of St. Croix.**

C. PROPOSED SCOPE OF WORK

SEE ATTACHED SCOPE OF WORK

D. TIMETABLE.

1. Proposals will be accepted at the Department of Property and Procurement, no later than **Friday, June 3, 2016 at 4:00 PM**
2. Last Day for Questions: **Friday, May 27, 2016 at 4:00 p.m.**

E. SUBMISSION OF PROPOSAL

All interested parties shall submit seven (7) sets of proposals, which are to be delivered to the Department of Property and Procurement during normal business hours, no later than **Friday, June 3, 2016 at 4:00 P.M**

They shall be addressed to:

Honorable Randolph N. Bennett
Commissioner
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-012-2016 (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

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 and 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

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.

ADDENDUM I

Roadside Clearance

Scope of Work

1. GENERAL

The purpose of this contract is to provide roadside clearing assistance to the territory of the United States Virgin Islands which have been declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

The Contractor shall push, pull or cut debris from roadways and right of ways. For the purposes of this contract, the Right-Of-Way (ROW) is defined as the area within ten feet from the edge of pavement, or the area from the edge of pavement up to a permanent barrier such as retaining wall – whichever is less. The Contractor shall not remove any debris under this contract unless the ROW does not permit for the stockpiling of debris without creating traffic hazards. If the ROW does not permit stockpiling the Contractor will be directed by a Public Works Program Manager to a nearby site for temporary stockpiling of debris.

2. SERVICES

The Contractor shall provide a complete crew consisting of specified equipment, with operators, and laborers for debris clearance of roadways and the ROW. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repair) all equipment. The crew will consist of the following:

- A. One (1) dump truck, minimum 16 cubic yard capacity with operator
- B-1. Two (2) front-end loaders with operators, 3 – 5 cubic yard capacity; **or**
- B-2. Two (2) backhoes with loader with operators, 1½ cubic yard capacity
- C. Five (5) Laborers with chain saws (16" minimum bar), traffic flags, and miscellaneous small tools (machetes, shovels, chains, and safety equipment)
- D. One (1) Pickup Truck, 1.5 ton, with crew foreman and radio or cellular phone communication

The Contractor shall provide the crew for no more than five (5) days. All hourly equipment rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs. The work shall consist of clearing roadways and the ROW of any and all debris as directed by Department of Public Works Program Manager.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the Department of Public Works Program Manager. All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI (Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management

Operations) (MUTCD), and in accordance with the Virgin Islands OSHA Safety Standards. The Contractor shall ensure that all Contractor personnel are capable of understanding safety concerns expressed in Part VI of MUTCD directly or through an interpreter. All equipment used under this contract must be in compliance with all federal and local rules and regulations. The Contractor must present his equipment for inspection prior to its use by the Contractor. The Contractor shall conduct its operations so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies, or of any public utilities.

3. PERFORMANCE SCHEDULE

The Contractor shall commence mobilization within twelve (12) hours of designation of work areas by the Department of Public Works Program Manager. The Contractor must be available to commence debris clearance operations immediately after an "all clear" signal is given by the Virgin Islands Territorial Emergency Management Agency or announcement by the Public Works Commissioner over the electronic media (i.e., radio). The Contractor shall work during daylight hours for twelve (12) hours per day, every day, until designated work areas are cleared.

4. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Prior to commencing debris removal operations, the Contractor shall present to the Department of Public Works Program Manager all equipment for approval to use under this contract. Each truck or loader must be clearly numbered (i.e., vehicle tag number) for identification. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.

5. REPORTING

The Contractor shall submit a report to the Commissioner of Public Works at the end of contract period with the invoice, containing, at a minimum, the following information:

- A. Contractor's name and telephone number
- B. Map showing area of daily operations
- C. Daily hours worked by each person, by position
- D. Daily hours operated for each piece of equipment identified by vehicle tag number
- E. Estimated number of miles cleared daily

6. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks, as appropriate. The safety of the Contractor's personnel, equipment and adjacent areas are the responsibility of the Contractor. All equipment used under this contract must be in compliance with all federal and local rules and regulations. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed to perform the work in the United States Virgin Islands per statutory requirements.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area.

7. PAYMENT

Payment for work completed will be based on verified hours worked from the operational report certified by the Contractor and approved by the Department of Public Works Program Manager. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds thirty (30) minutes of a work hour will be considered unacceptable work and non-payment for one half of that hour. Contractor is instructed to submit a detailed invoice at the end of the contract period that must include, but is not limited to, the contract number; the amount to be paid to the Contractor; the period for which services were rendered; the dates worked; the area worked, the number and title of personnel; and Operational Report covering the contact period.

Sample Invoice:

ABC Construction, Inc.
#123 Estate Anna's Hope
P. O. Box 987, Kingshill VI 00851
TEL: (340) 555-0123
Tax ID: 66-9999999

Contract: SC-0123-DPW-2000
Period: 07/15/2000 – 07/15/2000

07/15/2000 Frederiksted Town

1.	Dump truck with operator	10 hours @ \$15.00	\$ 150.00
2.	Backhoe with operator	10 hours @ \$25.00	\$ 250.00
3.	Backhoe with operator	10 hours @ \$25.00	\$ 250.00
4.	5 laborers with tools	10 hours @ \$30.00	\$ 300.00
	Joe Smith, Laborer	580-11-1111	
	John Smith, Laborer	580-22-1111	
	Jim Smith, Laborer	580-33-1111	
	Jack Smith, Laborer	580-44-1111	
	James Smith, Laborer	580-55-1111	
5.	Foreman with pickup truck	10 hours @ \$45.00	<u>\$ 450.00</u>
	Jonathan Smith, Foreman	580-66-1111	

TOTAL DUE: \$1,400.00

I certify that the above information is true and correct.

John Smith, Sr., President Date
ABC Construction, Inc.

8. INSURANCE

The Contractor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St. Croix, US Virgin Islands.

The Contractor shall be liable for loss or damage to property or persons; however, in no case shall such negligence be presumed or inferred.

ADDENDUM II

Compensation

THE GOVERNMENT, IN CONSIDERATION of the satisfactory performance of the services described in the Scope of Work agrees to make payment based on actual invoice submitted by the Contractor. Contractor shall bill the Government for the number of hours per contract item.

The parties agree that the unit price to be paid under this contract should be as outlined in the Compensation Schedule. The parties further agree that payments will be made in accordance with approved invoices submitted to the Department of Public Works.

COMPENSATION SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	16 cu yd Dump Truck		Hour		
002A.	3-5 cu yd Front-end Loader		Hour		
002A.	3-5 cu yd Front-end Loader		Hour		
002B.	1½ cu yd Backhoe		Hour		
002B.	1½ cu yd Backhoe		Hour		
003.	5 laborers with small tools		Hour		
004.	Foreman and pickup truck		Hour		
TOTAL:					

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties and Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have release the contractor of its obligations. Contractor shall also submit a Consent of Surety prior to final payment, and upon the Government's request, any other documentation the Government deems necessary.

BID SHEET **Roadside Clearance**

BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	16 cu yd Dump Truck	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002B.	1½ cu yd Backhoe	36	Hour		
002B.	1½ cu yd Backhoe	36	Hour		
003.	5 laborers with small tools	36	Hour		
004.	Foreman and pickup truck	36	Hour		
TOTAL:					

Company Name: _____

Company Physical Address: _____

Company _____ Mailing _____ Address: _____

Tax Identification Number: _____

Company Telephone: _____

Company _____ Fax _____ Number: _____

NOTE: Quantities listed above are for bid evaluation purposes only.

The prices noted above must include the cost for an operator to operate the heavy equipment.
Submit information for either line item 002A or 002B, not both.