

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

**Request for Proposal – Negotiation
Supply Services**

To: Date: June 28, 2017
..... RFP No. 021-2017 (S)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Friday, August 4, 2017 @ 4:00 o'clock p.m.** Atlantic Standard Time.

SCOPE OF WORK: 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 most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firm/s or individual/s so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include **(i)** Professional qualification, registration and general reputation of the operator; **(ii)** the extent to which the contractor specializes in and demonstrates their capabilities in performing services in accordance with the scope of work; **(iii)** familiarity with the location(s) in which services will be performed; **(iv)** quality of performance/experience on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

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

Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement

INSTRUCTION TO PROPOSALS

A. NOTICE

RFP-021-2017 (S) Qualified contractors to furnish all labor, equipment, and supplies necessary to provide Roadside Maintenance, Cemetery and Gut Cleaning Services on the islands of the St. Thomas, St. John, and Water Island, U.S. Virgin Islands

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 thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after 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 also be considered.

Applicants are requested to submit proposals on the basis of 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 Services should be directed in writing to **Ms. Dazarene Lescott** at dazarene.lescott@dpp.vi.gov. Requests will be forwarded to **Ms. Tessa Hart, Director of Administrative Services, Department of Public Works.**

B. STATEMENT OF PURPOSE

RFP-021-2017 (S) Qualified contractors to furnish all labor, equipment, and supplies necessary to provide Roadside Maintenance, Cemetery and Gut Cleaning Services on the islands of the St. Thomas, St. John, and Water Island, U.S. Virgin Islands

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

1. Last day for requests for written clarification will be **Tuesday, July 18, 2017 @ 4:00 p.m.** Atlantic Standard Time.
2. Proposals will be accepted at the Department of Property & Procurement, no later than **Friday, August 4, 2017 @ 4:00 p. m.** Atlantic Standard Time.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Friday, August 4, 2017 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Lloyd T. Bough, Jr.
Commissioner
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-021-2017 (S)
(Name of Bidder)
(Mailing Address of Bidder)
(Telephone Number of Bidder)
(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & 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, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to **Commissioner of the Department of Property and Procurement 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 of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI 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 respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

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

1. Introductory letter about the applicant:
 - a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
 - a. Names/addresses 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 project. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
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 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 (**one (1)** original and **four (4)** copy sets) must be submitted in a **separate** sealed envelope.

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other 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 business in the Virgin Islands. Bidders must submit hard copy of a valid V.I. Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures 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. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.**

N. REQUIREMENTS FOR CORPORATION

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

THESE ARE REQUIRED PRIOR TO AWARD OF CONTRACT.

SCOPE OF WORK

1. GENERAL

The purpose of this contract is to provide roadside maintenance services along public right-of-way, including the cutting of bush, low hanging trees that affect safe traffic operations, removal and disposal of discarded items, gut cleaning services, cemetery cleaning and maintenance services within the St. Thomas, St. John, Water Island District, U.S. Virgin Islands as directed by an authorized representative from the Department of Public Works (DPW). Contractors will be selected to provide services on a specific island, however the Department reserves the right to utilize a contractor on a different island in the event of an emergency or as needed to maintain the roadsides. The rate of pay for work on an alternate island will be the rate selected for the specified island.

2. SERVICES

The services under this contract shall be for a period of one (1) year with a renewable option for a period of one year. The Contractor shall provide all labor, transportation, small tools, equipment, supplies and materials i.e. (fuel, oil, grease and repairs) necessary to fully operate and maintain all equipment to provide the aforementioned services on **St. Thomas/St. John and Water Island**. For the purposes of this contract the right-of-way (ROW) is defined as the area within fifteen (15) feet from the edge of the pavement or twenty (20) feet on a curb where traffic is heavy, or the area up to a permanent barrier such as a retaining wall whichever is less. If a swale or storm drain is present, this area must also be cleaned of debris. Contract bid items must include the cost of laborers, supervisors, equipment, fuel, repairs overhead, profit, insurance, and any other cost associated with the equipment and personnel. The contractor shall provide a complete crew consisting of the specified equipment, laborers and a working supervisor for the various maintenance services out lined above. The crew will consist at a minimum of the following:

- A. Three -Four (3-4) laborers
- B. One (1) working supervisor
- C. One (1) Full size Pickup Truck or large

At a minimum, the following items must be available to be utilized at all times:

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| A. Chainsaws, 16" minimum blade | I. Shovels |
| B. Industrial or Commercial Grade Bushwackers | J. Rakes |
| C. Wheel Barrow | K. Leaf Rakes |
| D. Pickaxe | L. Machetes |
| E. Push Brooms | M. Dusk masks |
| F. First Aid Kit | N. Sharpening files |
| G. Traffic Cones 28" minimum | O. Goggles |
| H. OSHA Approved Reflective vests | P. Pole Saw |
| | Q. Gas Powered Blower |

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|---|------------------------------|
| (for each employee) | R. Push Mower when necessary |
| S, Two (2) Traffic Flags OSHA Approved | U. Pruning Equipment |
| T, Trash Bags (garbage collection) | |

The Contractor shall not commence work without a task order from DPW. The Contractor shall not move from a designated area to another designed area without prior approval from an authorized representative from DW. All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations (MUTCD), and in accordance with the OSHA Safety Standards. The Contractor shall ensure that all 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.

3. PERFORMANCE SCHEDULE

The workweek shall be as directed by the Department of Public Works. The work shall consist of: (a) cutting grass approximately two (2) inches high; (b) cutting trees not marked for preservation and other woody vegetation as near to the ground surface as conventional tools or field conditions will permit; (c) cutting limbs of low-hanging trees that affect sight distance and overhead clearance for buses, large vehicles and regular cars that pose a possible treat of obstructing traffic if storm conditions occur; (d) immediately collecting all cut vegetation and rubbish and transporting waste to landfill; (e) clearing designated area of unattached or dead vegetation, rubbish and other obstructions and (f) dumping waste as instructed by the Weight Master at the Landfills. The Contractor shall comply will all rules and regulations of the sanitary landfill and shall deposit collected refuse only where directed by authorized personnel at landfill.

NOTE: Debris is not permitted to be disposed of along the roadside. When cutting trees, proper pruning techniques must be utilized.

The Contractor must IMMEDIATELY pick up any waste falling from the truck and onto the roadway while transporting waste to the landfill. The Contractor shall insure that all debris being transported is covered. Contractors who fail to cover the debris being transported may be subjected to a fine of \$1,000.00 for littering, from the Waste Management Authority and a possible suspension of the contact.

4. EQUIPMENT

All equipment used under this contract must be in compliance with all applicable federal and local rules and regulations. The Contractor must present all equipment that will be used under this contract for inspection by DPW's director of Roads and Highways or his or her designee on a quarterly basis. Equipment failing DPW inspection may not be utilized under this contract. Chainsaws or/other tools approved for pruning of trees are to be utilized. The use of machetes is not permitted to accomplish this task.

Any vehicle used under the contract shall be properly registered with the department of Motor Vehicle and licensed by the Waste Management Authority to transport waste. Any vehicle or other heavy equipment utilized under this contract shall have rubber tires and sized properly to fit loading conditions. Any truck used under this contract must be equipped with a cover (extending at least four (4) inches down the side) and a tailgate that will effectively contain the waste during transport.

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 is 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. PERFORMANCE SCHEDULE

The contractor shall service and maintain roadways/guts a minimum of one thousand three hundred (1300) linear feet per day and public cemeteries at the minimum rate of ten thousand (10,000) square feet per day. The contractor will not be penalized if weather conditions, site conditions/terrain (as determined by the DPW Program Manager), or insufficient job orders are not given to him/her in a timely manner to satisfy the daily rate.

6. INVOICES

The Contractor shall submit weekly invoices to the Commissioner of Public Works or his or her designee during the terms of the contract. Each invoice shall contain a minimum, the following information:

- A. Contractor's name, address, telephone number, tax identification number.
- B. Contract Number
- C. Dated and description of locations worked daily (i.e. both sides of the road from UVI traffic light west to West Airport Road 11/00/00 through 11/11/00.)
- D. Total amount to be paid to the Contractor.
- E. Total number of hours worked.

7. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The safety of the Contractor's personnel, equipment, and work area are the responsibility of the Contractor. Additionally, the Contractor shall obtain and pay for all materials, personnel, taxes, licenses and fees necessary to perform under the terms of this contract. Under this contract, it is the responsibility of the Contractor to ensure that all employees are legally able to work in the United States Virgin Islands.

The Department of Public Works shall be responsible for determining what permits are necessary to perform under this contract and will be responsible for obtaining permits. Contractor shall be familiar with and knowledgeable of all application laws, rules and regulations pertaining to landscaping maintenance. 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 taking immediate corrective action in response to any notices of violations issued as a result of the Contractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government. Contractors are responsible for damages on Government or private property resulting from work performed.

Liquidated damages shall be assessed at \$100.00 per calendar day for violations of the avoid contract terms.

When advised by the Department of Public Works Program Manager, Contractors will be required to plant vegetation along the roadside. Vegetation seeds/seedlings shall be provided by the department of Public Works in collaboration with other entities.

8. REPORTING

The Contractor shall submit weekly status reports to the Commissioner of Public Works or his or her designee. These reports shall include, at a minimum the following:

- A. Contractor's name, address and telephone number.
- B. Damage to any property.
- C. Challenges or difficulties incurred (i.e. weather, obstacles, lack of direction by DPW staff, etc.)
- D. Linear feet of roadway completed.
- E. Daily and cumulative number of linear feet maintained under this contract.
- F. Number of personnel worked daily.