

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

**Request for Proposal – Negotiation
Professional Services**

To:

Date: May 28, 2018

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RFP No. 025-2018 (S)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Thursday, June 14, 2018 @ 4:00 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK:

Provide Emergency Roof Repairs on the Islands of St. Croix, U.S. Virgin Islands.

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 contractor/s or firm/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.**

FACTORS FOR DISCUSSIONS

Selection criteria will include **(i)** Professional qualification, registration and general reputation of the contractor or firm; **(ii)** the extent to which the contractor or firm specializes in or has provided services of a scope similar to the hereunder; **(iii)** familiarity with the location (s) in which the service will be performed; **(iv)** capability of meeting project schedules.

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 contractor or firm.

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

Lloyd T. Bough, Jr.
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-025-2018 (S) Provide Emergency Roof Repairs on the Islands of St. Croix, 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.

Applicants are requested to submit proposals on the basis of the scope of work. 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 **Deputy Commissioner of Procurement, Dynell R. Williams** at dynell.williams@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following supply/service: **RFP-025-2018 (S) Provide Emergency Roof Repairs on the Islands of St. Croix, U.S. Virgin Islands**

C. PROPOSE SCOPE OF WORK

See Attached.

D. TIMETABLE

1. Last day for request for written clarification will be **Tuesday, June 5, 2018 @ 12:00 noon** Atlantic Standard Time.
2. Proposals will be accepted at Department of Property & Procurement, no later than **Thursday, June 14, 2018 @ 4:00 p. m.** Atlantic Standard Time.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit **one (1)** original and **four (4)** copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Thursday, June 14, 2018 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Lloyd T. Bough, Jr.
Commissioner
Property & Procurement
3274 Estate Richmond
St. Croix, 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-025-2018 (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 the **Deputy Commissioner of Procurement, Dynell R. Williams**. GVI will not respond to questions received after the above established date. 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. Organization:
 - a. Number of staff available for project.
 - b. Copy of valid Virgin Islands Business License
 - c. Articles of Incorporation & Corporate Resolution, if applicable
2. Sub-Contractor that will be retained for this project and percentage of work to be sub-contracted.

3. Project experience:
 - a. List of completed projects and estimated cost of each.
4. Project References (minimum of 3)

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

Bidders must submit hard copy of a valid Virgin Islands Business License. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. INSURANCE

1. The Contractor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$500,000.00 and against property damage with limits of \$500,000.00, the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.
2. **FAILURE TO PROVIDE THE CERTIFICATED 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 AWARDED OF THE CONTRACT.**

Emergency Roof Repairs
Scope of work

1. GENERAL

The purpose of this contract is to provide emergency roof repairs to residential, non-profit and government owned or operated structures in the territories 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 provide supervision, lab, equipment, and materials (except as listed in *Paragraph 4* below) necessary to make emergency roof repairs on structure. Work shall commence within twelve (12) hours of receipt of a job order and shall continue at the minimum rate of five thousand (5,000) square feet per day until the job order is completed. Liquidated damages of \$100.00 will be assessed if, upon completion of each job order, the Contractor has failed to maintain an average daily production of five thousand (5,000) square feet. However, the Contractor will not be penalized if sufficient job orders are not given to him in a timely manner to satisfy the daily production rate.

The Contractor shall commence work within twelve (1) hours of receiving a job order and complete the order within the number of days obtained by dividing the total square feet of repairs performed under the order by five thousand (5,000). (For example 100,000 square feet of repairs / 5,000 square feet per day = 20 days.)

Work shall be performed within the United States Virgin Islands during the hour of 7:00 a.m. and 7:00 p.m.. seven (7) days per week until all job orders are satisfactorily completed.

The Contractor shall provide and maintain work environments and procedures, which will:

- A. Safeguard the public and government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; and
- B. Avoid interruptions of Government operations and delays in project completion dates.

The Contractor shall provide appropriate safety barricades and signs. The Contractor shall ensure that any additional measures the Government determines to be reasonably necessary for the purposes are taken.

Whenever the Government becomes aware of any noncompliance with these requirements or any condition in this Contract which poses a serious or imminent danger to health or safety of the public or Government personnel, the Government shall notify the Contractor or the Contractor's representative orally, followed with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Government may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work under this clause.

2. RIGHT-OF-ENTRY FORM

The Department of Public Works will be responsible for collecting completed right-of-entry (ROE) forms from the property owner and will deliver the completed right-of-entry form to the Contractor. The right-of-entry form will serve as a job order for the purposes of this contract. The Contractor **must** obtain a signed right-of-entry form prior to performing any work on the property. If the right-of-way form is not a multi-part form, the Government will provide one copy of the right-of-entry form to the Contractor. The Contractor shall be responsible for reproducing copies for the Contractor's use. The Contractor shall deliver the actual multi-part representative on a daily basis. The Government will not pay for any repairs to any property for which the Contractor has not obtained and delivered a completed right-of-entry form.

Each completed ROE form delivered to the Contractor by the Government will contain an estimate of the materials required to perform the emergency roof repair. This estimated quantity would be used to issue government furnished plastic sheeting to the Contractor. Any significant difference in the amount of material installed must be justified by the Contractor and approved for payment by the Department of Public Works. The Government will not pay for any repairs on property for which the Government did not supply the Contractor with a ROE.

The right-of-entry shall be for the sole purpose of performing emergency roof repairs. The Contractor shall not make any representations to the homeowner or agent for the property that would tend to lead the homeowner or agent for the property to assume that the Contractor has been authorized by the Government to perform other kinds of repair work. Contractor's personnel shall not enter other parts of the property without first obtaining permission from the homeowner or agent of the property.

The Contractor shall preserve and protect all structures, equipment, and vegetation (i.e., trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on the adjacent property of a third part., the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Government may have the necessary work performed and charge the cost to the Contractor.

3. CONTRACTOR MATERIALS

The contractor shall furnish the following:

Structural-use Panels. In addition to plywood, a number of other panels products have been develop for use in sheathing. These newer products include composite panels, wafer board, oriented strand board, and structural particleboard. Structural-use panels are the term that is commonly used to refer collectively to these new products as well as plywood. Structural-use panels should be stamped with a grade-trademark, by the American Plywood Association (APA). C-C EXTERIOR, APA (plywood grade for unsanded sheathing grade for roof applications) should be the plywood grade used. Non-veneer panels will not have veneer grades (e.g., C-C) but shall be marked for exterior use. Plywood with dimensional properties (e.g., oriented strand board) are normally used in the strong

direction (long dimensional of the panel perpendicular to the supports). The thickness of the treated structural-use panel should be in accordance with the local code for roof sheathing (5/8" minimum). The standard size of structural-use panel is 4ft x 8ft.

Furring Strips. Shall be 1" x 2" pressure treated strips.

Fasteners. Galvanized steel 8D nails shall be used when placing structural-use panels, and galvanized steel 16D when placing furring strips. Galvanized self-tapping No.10 screws, 2 ½ inches long, with gimlet point should only be used when it becomes necessary to anchor a furring strip directly to corrugated roofing where there is not an existing rafter underneath to anchor into. All fasteners shall be installed every twenty-four (24) inches on center along the panel or furring strip. Corrugated roofs may require 3 1/2 –inch fasteners. The Contractor shall furnish and install fasteners of sufficient length to ensure a good connection.

2 x 4 Joists. Joists shall be structural lumber stamped with a grade trademark, or certificate of inspection issued a lumber grading or inspection bureau or agency recognized as being competent.

Butyl Rubber Roofing Tape. Synthetic rubber adhesive with polypropylene film liner shall be waterproof and weatherproof capable of withstanding temperatures of 35°F TO 180°F. Any other equivalent tape may be used after approval from an authorized government representative. This tape shall be used as specified in *Paragraph 5*.

NOTE. All Contractors furnished materials shall conform to local building codes.

4. GOVERNMENT FURNISHED MATERIALS

The Government will furnish plastic sheeting in the preferred 20' x 10' rolls or any other available size. The plastic sheeting will be issued by a government representative from the government's stockpile, the location of which will be made known at the mandatory Contractor meeting held at the Department of Public Works. The issued amount of plastic will be based on the estimated square footage noted on the ROE issue to the Contractor. The Contractor shall keep a daily log of materials used each day. The log shall contain cumulative totals for sheeting received, used, and remaining. The Contractor is responsible for transporting, storing, and protecting all sheeting issued to the Contractor.

At the end of the Emergency Roof Repair Program, the Contractor shall return all scraps of plastic sheeting larger than fifty (50) square feet to a location specified by the Department of Public Works. The scraps of plastic sheeting must be in suitable condition for redistribution to residents to protect their personal belongings (e.g., clothing, furniture, appliances.)

5. EXECUTION

The Contractor shall coordinate all work through the Department of Public Works. All structures shall be visibly inspected by an authorized Government representative prior to commencement of work. Structures with fifty (50%) percent or more of the roof rafters are missing, will be considered beyond repair. Work will not be permitted on any structure that is deemed beyond repair, unsafe, uninhabitable, or damaged beyond the limits of an emergency repair unless specifically authorized by the Government.

The Contractor shall attach the plastic sheeting directly to the remaining roof framework. Plastic sheeting may be attached directly to roof joints if decking is not present, provided that area of missing decking does not exceed twenty (20) square feet. In areas where the missing decking exceeds twenty (20) feet, the Contractor shall install new structural-use panels prior to installing plastic sheeting. If the building has fifty (50%) percent or less of its decking missing, the Contractor shall install structural-use panels and 2x4s, as required, as specified in Paragraph 3, before proceeding with the plastic sheeting. The plastic sheeting shall be stretched taut and secured with furring strips, which shall be installed around the perimeter of the roof. Intermediate furring strips shall be run continuously from the top to the bottom of the repair. Spacing between intermediate furring strips shall not exceed six (6) feet. Along all edges, the furring strip fasteners shall be spaced no more than twenty-four (24) inches apart. Contractor shall install fasteners along the top of the truss or faster. If joists are missing or damaged beyond safe use, the Contractor shall replace as necessary.

Work will not be permitted on any rubber membrane covered roof unless specifically directed by an authorized government's representative. Every roof has its own specific drainage requirements; the Contractor shall assure proper drainage is provided when installing the plastic sheeting. Proper drainage is very important for the performance and extended life of plastic sheeting. Water pooled on a roof induces breeding of mosquitoes and other pests and poses a serious threat of damage to the structure and its contents in the event of ruptures in the plastic sheeting or overloading.

Plastic sheeting shall be closely fitted around the pipes, conduits, and other protrusions. Areas surrounding protrusions shall be made damp proof by using small pieces of plastic to form a collar and taping them with butyl rubber roofing tape (see Paragraph 3) for sealing. Any punctures or small tears are to be repaired using butyl rubber footage roofing tape.

Metal, Corrugated Metal Roofing. When working on this type of roof system, the placing of the furring strips shall be done over the existing rafters or nailing lines. Contractor shall avoid placing the furring strips on the open metal roofing since wind action will ultimately loosen the nails and furring strips and create leaks. The placing of the furring strips nailing the existing rafters or nailing lines will avoid "warping" of the furring strips since the nail connection on tip of the rafter will provide a good penetration to both pieces. When no rafters are present, galvanized screws as specified in Paragraph 3 should be on the open metal area. Remove damaged portions of metal roofing to allow installation of the new plywood or rafters.

Joist/ Planking Roofing/ Roofing Shingles. When working on this type of roofing system, care must be taken to assure adequate strength and soundness of the existing deck. Contractor shall place the furring strips along the existing rafters or lines.

The Contractor shall be responsible for any property damage caused by the Contractor's personnel or equipment. Damage shall be repaired at no cost to the Government or any third party.

6. INSPECTION & ACCEPTANCE

The Government may inspect the work as the Contractor progresses and reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until the Contractor has satisfactorily completed repairs immediately upon request and the original ROW forms have been returned with comments to the Department of Public Works

7. PAYMENT

Contractor shall charge the Department of Public Works for plastic sheeting based on the area of roof covered in square feet. This item includes all cost associated with the installation of plastic sheeting including fasteners and butyl rubber roofing tape. Contractor must install Government furnished plastic sheeting (tarpaulin) in accordance with specifications.

Contractor shall charge the Department of Public Works for plastic sheeting based on the area of roof covered in square feet. This item includes all costs associated with furnishing and installing structural-use panels. Contractor must furnish and install structural-use panels (plywood) in accordance with specifications.

Contractor shall charge the Department of Public Works for 2x4 joists based on the linear foot of 2x4s installed. This item includes all costs associated with furnishing and installing 2x4 joists. Contractor must furnish and install 2x4 joists in accordance with IAW specifications.

Contractor is instructed to submit to the Commissioner of Public Works a detailed invoice that must include, but is not limited to:

1. Contractor name, physical and mailing address, telephone number, and tax identification number;
2. Contract number;
3. Amount to be paid to Contractor;
4. Period for which services were rendered; days worked; number of units serviced;

Contractor must submit invoices indicating total square feet of plastic sheeting, structural-use panels, and 2x4 joists, if applicable, for each individual Right-of-Entry (ROE) form and attach copies of the appropriate ROE forms to the invoice.

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

ROE No.	Tarpaulin		Plywood	2x4 Lumber		Total Cost
	Sq ft	Cost	Sq Ft	Sq Ft	Cost	
1. 065B	2,654	\$2,123.20				\$2,123.20
2. 0769A	1,200	\$ 960.00	24			\$1,006.32
3. 1022B	698	\$ 558.40				\$ 558.40

TOTAL DUE: \$3,687.92

I certify that the above information is true and correct.

John Smith, 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 \$500,000.00 and against property damage with limits of \$500,000.00 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, Building #1 Sub Base, St.Thomas, US Virgin Islands.

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

BID SHEET
Emergency Roof Repairs

EMERGENCY ROOF REPAIRS SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Install plastic sheeting	5,000	Sq. Ft		
002.	Furnish and install structural-use panels (plywood)	1,000	Sq. Ft		
003.	Furnish and install 2x4 lumber	400	Linear Ft		
TOTAL:					

Company Name: _____

Company Physical Address: _____

Company _____ Mailing _____ Address: _____

Tax indication Number: _____

Company Telephone: _____

Company _____ Fax _____ Number: _____

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