

**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. 028-C-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 Territorial & Federal Debris Removal 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-028-C-2018 (S) Provide Emergency Territorial & Federal Debris Removal 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-028-C-2018 (S) Provide Emergency Territorial & Federal Debris Removal 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-028-C-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.**

Territorial and Federal Routes Debris Removal Scope of Work

1. GENERAL

The purpose of this contract is to provide debris cleaning and removal response 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.

2. SERVICES

The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repair) all equipment. All contract bid terms must include the cost of laborers, operators, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

The Contractor shall separate storm related debris into three possible classifications (biodegradable, non-biodegradable and metal debris), load and remove separated debris from the territorial and federal route system right-of-way (ROW) to a debris dumpsite(s) at Estate Body Slob on the island of St. Croix or the grounds adjacent to the National Guard Armory and Eudora Kean High School at Estate Nazareth on the island of St. Thomas, (and/or an alternate site as approved by the Department of Public Works Program Manager).

The Department of Public Works (DPW) Program Manager will designate work sites throughout the island by sector or by roadway sections. Debris will be collected using DPW approved dump trucks or roll-on/roll-off buns which will be sized and labelled appropriately for the purpose of tracking by inspectors throughout the duration of the operation.

NOTE: All mileage is approximations based on the US Virgin Islands official road map.

The work shall consist of cleaning and removing any and all "eligible" debris (see section 4 for a definition of eligible debris) from territorial and federal roads, ROW of streets and roads as directed by the Public Works Program Manager. For the purposed of this contract, the ROW is defined as the retaining wall, whichever is less. Work will include 1) examining debris to determine whether or not debris is eligible; 2) separating debris into three possible categories- biodegradable, non-biodegradable, and metal debris; 3) loading separated debris; 4) hauling debris to an approved dumpsite; and 5) dumping the debris at the dumpsite. Ineligible debris (i.e, hazardous toxic material) will not be loaded, hauled, or dumped under this contract, however, Contractor must immediately notify the Program Manager when hazardous or toxic waste is found in his sector.

Debris removal shall include all eligible debris found on the ROW within the area designated by the Program Manager. The Program Manager may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the Program Manager. The Contractor must receive permission from the Department of Public Works Manager before commencing a subsequent pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Program Manager. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut to the point where it

enters ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Controls for Streets and Highways, Part VI (Standards and Guides for Traffic Control 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. All work shall be accomplished in a safe manner.

3. LOAD TICKETS

The Contractor is responsible for providing numbered multi-part (an original and three copies) load tickets, which will be used for recording volumes of debris removal. Load TICKETS WILL BE SUBMITTED BY THE Contractor to a Collection Monitor proper to departure from the designated debris removal work area. Each load ticket will contain the following information:

- A. Unique ticket number
- B. Contractor name and telephone number
- C. Date
- D. Space for the Collection Monitor to record departure time
- E. Debris collection site- territorial and federal route number and estate number
- F. Space for the Collection Monitor to record his name
- G. Space for the Disposal Monitor to record arrival time
- H. Space for the Disposal Monitor to record his name
- I. Debris Classification
- J. Haul load in cubic yards
- K. Truck's tag number and driver's signature

Sample Debris Removal Load Tickets:

Hurricane _____	
Debris Removal Program- Island of _____	
Ticket number: _____	Date: _____
Contractor: _____	Telephone number: _____
Debris Collection Site: Estate name: _____ Departure time: _____	
Federal Route# _____ or Local Road Name _____	
Collection Monitor Name: _____	
Debris Disposal Site: _____ Arrival Time: _____	
Disposal Monitor Name: _____	
Debris Classification:	
☐ Biodegradable	☐ Non-Biodegradable
☐ Metal	☐ Other: _____
Load Haul: _____ cubic yards	
Vehicle Tag Number: _____	
Driver's Signature: _____	

The Multi-part load ticket must be filled out by Contractor and given to the Collection Monitor prior to the departure from the loading site. The Collection Monitor will verify ticket information including debris collection site, time and truckload; and return multi-part ticket to the vehicle operator. Upon arrival at the debris dumpsite, the vehicle operator will give the multi-part ticket the Disposal Monitor at the debris dumpsite. The Disposal Monitor will validate the ticket, note arrival time, retain the original ticket and one copy and give the balance of the multi-part ticket and one copy and give the balance of the multi-part ticket to driver for the Contractor's records.

4. DEBRIS CLASSIFICATION

Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications: biodegradable, non-biodegradable and metal. Debris that is classified hazardous or toxic is not to be handled under this contract.

Biodegradable Debris. Biodegradable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

Non-Biodegradable Debris. Non-biodegradable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; sheet rock; cloth items; non-wood building materials; uncontaminated soil or carpeting.

Metal Debris. Metal debris includes, but is not limited to, metal products (i.e. mobile trailer parts, household appliances or white metal, etc.); and roofing materials.

Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and other known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

5. DUMPSITES

The Contractor shall use only debris dumpsite(s) designated by the Department of Public Works Program Manager. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. The Government makes no representations regarding the turn-around time at the dumpsites. Contractors are to abide by the working schedule of the dumpsite Operator. Only debris delivered to the DPW approved dump site will be considered for compensation through this contract.

6. PERFORMANCE SCHEDULE

The Contractor shall commence mobilization immediately upon notification and designation of work areas by the Program Manager. The Contractor must commence debris removal operations within twelve (12) hours of contact notification. The Contractor shall work during daylight hours for twelve (12) hours per day every day until designated work areas are cleared. The Contractor must, with the Program Manager's direction, provide a work plan showing where operations will begin and which public grounds or streets/roads will be cleared on a 3,6,9 day projection. The plan will be updated every three days.

Maximum allowable time for completion will be ninety (90) calendar days, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable territorial and federal law. Liquidated damages shall be assessed at \$200.00 per calendar day for any time over the maximum allowable time established by the contract.

7. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Any truck used to haul debris must be equipped with a cover and a tailgate that will effectively contain the debris transport and permit the truck to be filled to capacity.

The Department of Public Works Program Manager must measure all trucks for the load capacity. All trucks operating under this contractor must mount a sign measuring 2 feet x 2 feet on the driver's side containing the Contractor's name, subcontractor's name (if applicable) and the load capacity in cubic yards as determined by the Program Manager. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Program Manager. Trailers towed by trucks are not permitted under this contract. The maximum load capacity for a pickup truck with sideboards is five (5) cubic yards.

The Contractor must present all equipment for inspection by the Program Manager prior to use, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. 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. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment and non-rubber tired equipment must be approved by the Program Manager prior to its use.

8. BARGING (NOT APPLICABLE TO THE ISLAND OF ST.CROIX)

The Contractor shall be responsible for transporting covered truck loads or containers of separated debris from the islands of St.John, Water Island, and Hassel Island to the designated debris site(s) identified by the Program Manager on the island of St.Thomas.

9. REPORTING

The Contractor shall submit a Weekly Report to the Program Manager during the term of the contract. Each report shall contain a minimum of the following information:

- A. Contractor's name, telephone number and fax number
- B. Location of work assignment area(s)
- C. Daily and cumulative hours personnel worked, by position
- D. Number and type of each piece of equipment, including vehicle tag numbers and load capacity and whether equipment belongs to contractor or subcontractor
- E. Daily and cumulative operational belongs to contractor or subcontractor
- F. Daily and cumulative totals (in cubic yards) of debris removed, by category
- G. Estimated number of miles cleared
- H. Load tickets for the respective period
- I. Cubic yard capacity of each piece of heavy equipment identified by vehicle tag number

10. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilful labor and proper equipment for all tasks. Safety of the Contractor's personnel, equipment and the adjacent area are the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees (including barging) necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the territory's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for what permits are necessary to perform under this contract. Copies of all permits shall be submitted to the Program Manager.

The Contractor shall be responsible for taking correction action in response to 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 the 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 near the roadways. Work shall be accomplished in a safe manner.

11. MEASUREMENT

Measurement for separated eligible debris loaded and transported to the dumpsite(s) will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than a full load capacities will be adjusted down by visual inspection by the Monitor. Measurement will be documented by load tickets and verified by the Monitor.

12. PAYMENT

Payment for the removal and transportation of separated eligible debris to the approved debris dumpsite(s) will be paid for under the contract bid item for eligible debris certified by the Contractor and approved by the Department of Public Works Program Manager. The total amount of debris to be removed under this contract will be determined in cubic yards collected and documented by load tickets and verified by actual measurement of the debris at the debris site.

Contractor is instructed to submit monthly detailed invoices 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, 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

1. 07/15/2000 Route #70 Estate Mount Pleasant Invoice number 001 through 075	150 cubic yards @ \$5.00	\$ 750.00
2. 07/16/2000 Route #70 Estate Pleasant Prospect Invoice number 076 through 120	125 cubic yards @ \$5.00	\$ 625.00
3. 07/17/2000 Route #70 Estate Adventure Invoice number 121 through 180	130 cubic yards @ \$5.00	<u>\$ 650.00</u>
TOTAL DUE:		\$2,025.00

I certify that the above information is true and correct.

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

13. OTHER CONTRACTS

The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

14. 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 filled with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St.Croix.

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

BID SCHEDULE
Debris Removal

DEBRIS REMOVAL BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Debris removal from federal highway system	5,000	Cubic Yard		
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.