

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

**Request for Proposal – Negotiation
Professional Services**

To:

Date: September 6, 2018

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RFP No. 038-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 **Friday, September 21, 2018 @ 4:00 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK:

For the Step Program Debris Removal, 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-038-C-2018 (P) For the Step Program Debris Removal, 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-038-C-2018 (P) For the Step Program Debris Removal, U.S. Virgin Islands.**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

1. Last day for request for written clarification will be **Thursday, September 13, 2018 @ 12:00 noon** Atlantic Standard Time.

2. Proposals will be accepted at Department of Property & Procurement, no later than **Friday, September 21, 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 **Friday, September 21, 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 00820

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-038-C-2018 (P)
(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 \$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.
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 AWARDDING OF THE CONTRACT.**

**Sheltering and Temporary Essential Power (STEP) Program
Debris Removal
Scope of Work**

1. GENERAL

The purpose of this contract is to provide debris removal response assistance to the participants of the Sheltering and Temporary Essential Power (STEP) Program throughout the territory of the United States Virgin Islands, which has been declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

The STEP Program Debris Removal is for the collection of Construction and Demolition materials and white goods only, delivered by the Virgin Islands Department of Public Works (Public Works) or designated contracts in trucks pre-certified by Public Works and Witt O'Brien's, with United States Army Corp of Engineers (USACE) present. Placards provided by Public Works will be placed on the trucks so that they are visible and easily read by the tower monitor. Signs shall be a minimum of 12 X 16 inches and will prominently display the following information: Prime Contractor name, Subcontractor name (if applicable), Unique Truck number, Cubic Yard Capacity, Name of Inspector and Inspection date.

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 pick up STEP program eligible Construction and Demolition (C&D) Debris, and White Goods, in separate trucks, load and remove separated debris from the Authorized households territorial and federal route system right-of-way (ROW) to the Debris Management Site (DMS).

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

The contractor will be responsible for 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 Virgin Islands Housing Finance Authority (VIHFA). The eligible debris will be pre-measured by VIHFA and reported to Public Works. This information will then be submitted to the Contractor on a weekly basis. The scope of work will include 1) examining debris to determine whether or not debris is eligible; 2) loading separated debris in two separate trucks; 3) hauling debris to an approved Debris Management Site; and 4) dumping the debris at the dumpsite. Ineligible debris (i.e., hazardous toxic material, vegetative) 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. **Any load that includes ineligible debris, will be turned away.**

Debris removal shall include all eligible debris found on the ROW at the specified addresses designated by VIHFA. 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 VIHFA through Public Works. The Contractor shall not enter onto private property during the performance of this contract.

All debris removal must be monitored and verified by assigned Debris Monitors. A debris monitor must be present at each location, from start to finish. The debris monitor will verify that the debris removed is eligible. No debris is to be removed without approval of the Debris Monitor. All load tickets must be verified by the Debris Monitor, therefore, any debris that has not been approved and verified on the load ticket by the Debris Monitor, will be considered ineligible and the whole load will be turned away.

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 ensuring that the load tickets are completed according to the established procedures. The load ticket will contain the following information:

- A. Unique ticket number
- B. Contractor name and telephone number
- C. Sub-contractor name and telephone number (if applicable)
- D. Truck Number
- E. Truck Capacity (already certified by US ACE)
- F. Truck Driver name
- G. Date
- H. Time, Start & Finish
- I. STEP Program Application Number - provided by Public Works for each address
- J. Address
- K. Latitude and Longitude
- L. Debris Classification
- M. DMS Location
- N. Signature fields for both Roving Monitor and Tower Monitor
- O. Capacity percentage and total of appliances collected

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 ten (10) hours per day, six (6) days per week, until designated work areas are cleared.

Maximum allowable time for completion will be one hundred eighty (180) 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 Public Works Program Manager must measure all trucks for the load capacity. All trucks operating under this contract will be measured and certified through Public Works and will be given a placard displaying Contractor's name, subcontractor's name (if applicable), unique truck number, the load capacity in cubic yards as determined through certification process, name of inspector, and inspection date. The placard must be mounted on both sides of the truck. 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 bed sides. 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 to 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 management 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. Load tickets for the respective period
- D. 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 DMS(s) will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than 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 DMS(s) will be paid for under the contract bid item for eligible debris certified by the Contractor and approved by the 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 agrees that the rate to be paid under this contract is non-negotiable as outlined below. Contractor further agrees that payments will be made in accordance with approved invoices submitted to Public Works verified by actual measurement of the debris at the debris site.

- A. Construction and Demolition at a rate of \$38.00 per cubic yard
- B. White Goods at a flat rate of:
 - a. Water heater \$46.00
 - b. Microwave \$46.00
 - c. Stove \$46.00
 - d. Refrigerators \$63.00
 - e. A/C Unit \$63.00

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-VIDPW-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

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 to final payment, and upon the Government's request, any other documentation the Government deems necessary.

Company Name: _____

Company Physical Address: _____

Company Mailing Address: _____

Tax indication Number: _____

Company Telephone: _____

Company Fax Number: _____

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.

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 filed 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.