

**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. 039-C-2018 (P)

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 Monitors, 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-039-C-2018 (P) For the Step Program Debris Monitors, 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-039-C-2018 (P) For the Step Program Debris Monitors, 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-039-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 Monitors
Scope of Work

1. GENERAL

The purpose of this contract is to provide monitoring of debris removal for the Sheltering and Temporary Essential Power (STEP) Program in the territory of the United States Virgin Islands which has been declared a disaster area by the Governor of the United States Virgin Islands.

The Contractor shall provide all equipment and tools necessary to monitor the debris removal projects. The quantity of Debris Monitors shall be determined by the Virgin Islands Department of Public Works (Public Works). Work shall be performed in the United States Virgin Islands. Work shall be performed during the hours of 7:00 a.m. and 5:00 p.m., six (6) days per week until all job orders are satisfactorily complete.

The Contractor shall monitor the removal of STEP debris work to ensure proper protocol and the safety of the public and government personnel and property exposed to debris removal operations and activities.

2. EXECUTION

The Contractor shall coordinate all work through Public Works. Debris Monitor activities shall consist of being present at all debris pick up locations. A Monitor must be present at each pick up location to fill out the load ticket held by the Contractor and to verify that the debris being picked up is only what is eligible under the STEP Program. The Debris Monitor will also follow the Debris Dump Truck to the Debris Dump Site to insure its authenticity upon arrival.

3. LOAD TICKETS

Load Tickets will be held in the possession of the Debris Removal Contractor. The Monitors will be responsible for verifying the information on the load tickets and ensure consistency. The Monitor will sign the load ticket and retain a copy once the truck is full and ready to deliver STEP debris to the Debris Management Site (DMS). Each 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 Monitors
- O. Capacity percentage and total of appliances collected

Upon arrival at the DMS, the vehicle operator will give the remaining load tickets to the Monitor at the dumpsite. The monitor will validate the ticket, give one copy to the driver for the Contractor's Record, and keep the remaining copies.

4. DEBRIS CLASSIFICATION

Eligible Debris. Debris that is within the scope of this contract falls under two possible classifications: Construction and Demolition (C&D) and White Goods. Debris that is classified hazardous or toxic is not to be handled under this contract.

Construction and Demolition Debris: Debris resulting from the alteration, construction, destruction, rehabilitation, or repair to the rooves of the specified houses, which may include sheetrock, plywood sheathing, corrugated metal roofing, gutters, bathroom/kitchen cabinets, window, doors, tub, toilet, sinks, ceramic floor/wall tile, carpeting etc.

White Goods: Refrigerators, A/C Units, Microwaves, Range and Ovens, and Water Heaters removed from specified houses.

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. REPORTING

The Monitors shall submit a daily report to their Field Supervisor. Each report shall include at a minimum, all the load tickets and a log sheet noting any issues or concerns.

6. PAYMENT

Payment for monitoring projects will be based on an hourly rate. Contractor is instructed to submit bi-weekly detailed invoices that must include, but is not limited to, the contract number; the contract amount; the amount to be paid to the Contractor; the amount previously paid the Contractor (if applicable); the balance due the Contractor; the period for which services were rendered; days worked; number of units serviced; and number and title of personnel.

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 the Department of Public Works verified by actual measurement of the debris at the debris site.

USVI STEP Program Debris Monitor Rate Schedule						
Qty	Title	Days	Hours	Hours	Rate	Cost
4	Project Manager	180	9	1620	\$ 150.00	\$ 972,000.00
4	Ops Manager	180	9	820	\$ 125.00	\$ 810,000.00
4	Field Supervisors	180	9	820	\$ 90.00	\$ 583,200.00
4	Data Manager	180	9	820	\$ 140.00	\$ 907,200.00
4	Data Clerks	180	9	540	\$ 75.00	\$ 486,000.00
4	Admin	180	9	540	\$ 70.00	\$ 453,600.00
60	Debris Monitors	180	9	820	\$ 70.00	\$ 6,804,000.00
Total for Labor						\$ 11,016,000.00

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 released 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.

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.

OTHER CONTRACTS. The Government reserves the right to issue other contracts or direct other Project Monitors to work within the area included in this contract.

Debris Removal Monitor Report

Accident Report:

Names & telephone numbers of individuals involved:

Names & telephone numbers of witnesses:

Describe what, when, where and how the incident occurred:
