

**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. 027-2018 (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 Roadside Clearance 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-027-2018 (S) Provide Emergency Territorial & Federal Roadside Clearance 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-027-2018 (S) Provide Emergency Territorial & Federal Roadside Clearance 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-027-2018 (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 AWARDING OF THE CONTRACT.**

Territorial and Federal Roadside Clearance Scope of Work

1. GENERAL

The purpose of this contract is to provide roadside clearing 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 of the Virgin Islands.

The Contractor shall push, pull or cut debris from roadways and right of ways. For the purposes of this contract, the Right-Of-Way (ROW) is defined as the area within ten feet from the edge of pavement, or the area from the edge of pavement up to a permanent barrier such as retaining wall – whichever is less. The Contractor shall not remove any debris under this contract unless the ROW does not permit for the stockpiling the Contractor will be directed by a Public Works Program Manager to a nearby site for temporary stockpiling of debris.

2. SERVICES

The Contractor shall provide a complete crew consisting of specified equipment, with operators, and laborers for debris clearance of roadways and the ROW. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repair) all equipment. The crew will consist of the following:

- A. One (1) dump truck, minimum 16 cubic yard capacity with operator
- B-1. Two (2) front-end loaders with operators, 3 – 5 cubic yard capacity; or
- B-2. One (1) backhoes and one (1) Excavator with loaders with operators, 1 ½ (min cap.)cubic yard
- C. Five (5) Laborers with chainsaws (16" minimum bar), traffic flags, and miscellaneous small tools (machetes, shovels, chains, and safety equipment)
- D. One (1) Pickup Truck, 1.5 ton, with crew foreman and radio or cellular phone communication

The Contractor shall provide the crew for the duration specified by DPW. All hourly equipment rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs. The work shall consist of clearing roadways and the ROW of any and all debris as directed by Department of Public Works Program Manager.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the Department of Public Works Program Manager. All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, Part VI (Standards and Guide for Traffic Controls for Streets and Highways 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.

3. PERFORMANCE SCHEDULE

The Contractor shall commence mobilization within twelve (12) hours of designation of work areas by the Department of Public Works Program Manager. The Contractor must be available to commence debris clearance operations immediately after an "all clear" signal is given by the Virgin Islands Territorial Emergency Management Agency or announcement by the Public Works Commissioner over the electronic media (i.e., radio). The Contractor shall work during daylight hours for twelve (12) hours per day, every day, until designation work areas are cleared.

4. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Prior to commencing debris removal operations, 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 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 areas are cleared.

5. REPORTING

The Contractor shall submit a report to the Commissioner of Public Works at the end of contract period with the invoice, containing, at a minimum, the following information:

- A. Contractor's name and telephone number
- B. Map showing area of daily operations
- C. Daily hours worked by each person, by position
- D. Daily hours operated for each piece of equipment identified by vehicle tag number
- E. Estimated number of miles cleared daily

6. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks, as appropriate. The safety of the Contractor's personnel, equipment and adjacent areas are the responsibility of the Contractor. All equipment used under this contract must be in compliance with all federal and local rules and regulations. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. 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 correcting 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 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.

7. PAYMENT

Payment for work completed will be based on verified hours worked from the operational report certified by the Contractor and approved by the Department of Public Works Program Manager. Equipment down time resulting from equipment failure, routine maintenance and fuelling that exceeds thirty (30) minutes of work hour will be considered unacceptable work and non-payment for one half of that hour. Contractor is instructed to submit a detailed invoice at the end of the contract period 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, the number and title or personnel; and Operational Report covering the contract 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

07/15/2000 Frederiksted Town

1. Dump truck with operator	10 hours @ \$15.00	\$ 150.00
2. Backhoe with operator	10 hours @ \$25.00	\$ 250.00
3. Excavator with operator	10 hours @ \$120.00	\$ 1250.00
4. 5 laborers with tools	10 hours @ \$30.00	\$ 300.00
Joe Smith, Laborer	580-11-1111	
John Smith, Laborer	580-22-1111	
Jim Smith, Laborer	580-33-1111	
Jack Smith, Laborer	580-44-1111	
James Smith, Laborer	580-55-1111	
5. Foreman with pickup truck	10 hours @ \$45.00	\$ 450.00
Jonathan Smith, Foreman	580-66-1111	

TOTAL DUE: \$ 1,400.00

I certify that the above information is true and correct.

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

8. INSURANCE

The Constructor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury 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, Us. Virgin Islands.

BID SCHEDULE
Roadside Clearance

ROADSIDE CLEARANCE BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	16 Cu yd Dump Truck	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002B.	1 ½ cu yd Backhoe	36	Hour		
002B.	2 ½ cu yd Excavator	36	Hour		
003.	5 laborers with small tools	36	Hour		
004.	Foreman and pickup truck	36	Hour		
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.

The prices noted above must include the cost for an operator to operate the heavy equipment.
Submit information for either line item 002A OR 002B, not both.