

IFB-004-T-2023

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting bids for IFB-004-T-2023 for the Security Guard Services – Territory Wide.

Interested parties and prospective respondents may request the complete IFB Package for their review from the Authority by submitting a request confirmation email with contact information for the respective company to <u>sdavid@viwma.org</u> and <u>mvante@viwma.org</u>. All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property and Michael Vante, Contract & Inventory Manager on or before **Wednesday**, **April 19th**, **2023**. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest by formally requesting the bid package.

Virgin Islands Waste Management Authority Procurement and Property Division 3200 Demarara St. Thomas, VI 00802 Tel: (340) 715-9170 Fax: (340) 715-9179 sdavid@viwma.org or mvante@viwma.org

Bids will be submitted electronically in PDF Format bearing the respective bid number: IFB-004-T-2023 to <u>sdavid@viwma.org</u> and <u>mvante@viwma.org</u> on or before Monday, April 24th, 2023 at 12:00 PM.. Atlantic Standard Time.

The Virgin Islands Waste Management Authority reserves the right to waive any non-substantive informalities, technicalities or irregularities, or reject any or all qualifications and proposals/bids; or to re-advertise for proposals/bids, and to award or refrain from awarding the contract for the work.

Roger E. Merritt, Jr. Executive Director

It's Our Home! Let's Keep It Clean!

#252 Estate Glynn Kingshill, St. Croix, VI 00850 PH: 340.712.4962 | FX: 340.719.1835 6506 Susannaberg St. John, VI 00830 PH: 340.774.2141 | FX: 340.715.0458

Virgin Islands Waste Management Authority INVITATION FOR BID

Invitation No: IFB-004-T-2023

Date: Monday, April 17th, 2023

Bids, for the work described herein will be received electronically in PDF format to <u>sdavid@viwma.org</u>, <u>ithomas-blyden@viwma.org</u>, and <u>mvante@viwma.org</u> on or before Monday, April 24th, 2023 at 12:00 P.M. Any bid received after the time and date specified shall not be considered.

All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property on or before Wednesday, April 19th, 2023. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

Description of Work

Security Guard Services - Territory Wide

Information regarding bidding documents

Bidding documents can be obtained Procurement Division, Virgin Islands Waste Management Authority, 7410 Estate Bovoni, Bay 10, St. Thomas, VI 00802

All documents contained in the Contract Document book are made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. The bidder's attention is directed to the fact that all applicable municipal ordinances, and the rules and regulations of all authority having jurisdiction over construction of the project shall apply to Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Bidders must return the following documents properly executed as required by the appropriate instructions. The documents shall remain bound and returned in the contract document book as received by the bidder from the Department of Procurement

- 1. Invitation for Bids
- 2. Bid Bond (Form Attached)
- 3. Non-Collusion Affidavit (DPP-NCA-52-75)
- 4. Contractor's Qualification Statement (P&P-CQS-1973)

- 5. Performance Bond (Form Attached)
- 6. Bid Form & Schedule
- 7. Safety Plan

PREFERRED BIDDERS

All persons seeking preferred bidder's status must submit a preferred bidder's registration form and a federal W-9 form to VIWMA's Procurement & Property Division and comply with the requirements for preferred bidders pursuant to 31 V.I.C. § 236a, as amended.

Bonds

Each bid must be accompanied by a bid guarantee payable to the Virgin Islands Waste Management Authority. The bid guarantee shall be in an amount of not less than five percent (5%) of the total bid. The five percent (5%) Bid Bond will only be accepted in the form of a firm commitment, such as a Bid Bond, Postal Money Order, Certified Check, Cashier's Check or Irrevocable Letter of Credit. If Individual Sureties execute the Bid Bond, they shall be two or more responsible persons. A complete Affidavit of Individual Surety shall accompany the bond. Corporations executing the bond must be duly licensed to do business in the Territory of the Virgin Islands.

LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Authority until evidence is submitted that the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Proposers must submit hard copy of a valid V.I. business license within ten (10) working days after award.

All Proposers submitting as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

PERFORMANCE BOND

A performance bond shall be required upon award of a contract. The enclosed form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Virgin Islands Waste Management Authority.

The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands, any State or possession of the United States, or by the Secretary of the Treasury to act a surety, or two responsible sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form).

The name, including full name, business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in the United States Virgin Islands,

and adhesive seal shall be affixed opposite the signature.

If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor and said instrument shall be executed and attested under the corporate seal as indicated on the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

The date of this bond must not be prior to the date of the instrument in connection with which it is given.

LIQUIDATED DAMAGES

- **a.** It shall be agreed by and between the parties that liquidated damages will be assessed in the amount of Five Hundred Dollars (\$500.00) per day as a result of delays, or failure to complete the service within the specified period of time. Liquidated damages will not be assessed during any delay in performance of the services caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, supplier's or vendors strikes, freight embargoes, or other cause beyond the Contractor's reasonable control. The Contractor shall make every reasonable effort to mitigate the effects of said causes.
- **b.** The selected Contractor shall not be assessed with liquidated damages for delay in performance of the service caused by heavy rains, provided, however, that the Contractor notifies and receives approval from the Executive Director or her designee at the time of the incident, to be confirmed later in writing, each and every time that the Contractor desires relief as a result of said rains. The Executive Director's decision as to what constitutes a heavy rain event for this purpose shall be final.
- **c.** The selected Contractor shall not be assessed with liquidated damages for delay in performance of the services caused by failure of the Authority to provide or perform those items of work required of the Authority under the contract. The Contractor shall have no claim for any additional compensation for any such delay.

REQUIRED DOCUMENTS

PUBLIC LIABILITY: The successful Proposer will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Authority as **"Additional Insured"**. The liability insurance shall have a minimum limit of not less than One Million Dollars (\$1,000,000.00) for any one occurrence for death or personal injury and One Million Dollars (\$1,000,000.00) for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) working days after award.

Davis-Bacon Act (DBA) 1931

1. Contractor shall be responsible for maintaining weekly certified payroll records which must include:

- Any wages paid to employees
- Employee's name
- Last four digits of the employee's Social Security number
- The number of hours worked each day, and number of hours worked for the week
- Employee's hourly rate of pay
- Employee's job classification
- Any fringe benefits paid to employees

During a week of no work, the payroll reporting form must be submitted the usual way with insertion "NO WORK PERFORMED THIS WEEK" and "FINAL" on the last invoice.

The Act requires that contractors pay the prevailing wage, according to their skills, to its workers; failure to comply shall be reason for withheld payments, contract termination, and debarment from future federal contracts for up to three years.

Bid Withdrawal

No Bidder will be allowed to withdraw his bid within a period of Sixty (60) calendar days following the date set for the opening thereof.

Right of Rejection

Virgin Islands Waste Management Authority reserves the right to reject any or all bids if deemed to be in the best interest of the Authority.

A-4.1

BID BOND

as Surety, are hereby as OWNER
11 1 1 1
everally bind
submitted to
contract in writing, for

NOW. THEREFORE.

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By:

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the United States Virgin Islands.

B-2.1

NON-COLLUSION AFFIDAVIT

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY DIVISION OF PROCUREMENT AND PROPERTY

Non-Collusion Affidavit

bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, exemployee or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Virgin Islands Waste Management Authority or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affiant

SUBSCRIBED AND SWORN to before me this day of

.....

Notary Public

B-4.1

CONTRACTOR'S QUALIFICATION STATEMENT

CONTRACTOR	
ADDRESS	
DATE	

1. How many years experience in construction work has your organization had?

- (a) As a General Contractor.....
- (b) As a Subcontractor.....

2. List the construction contracts your organization has under way on this date:

Contract	Class of Work	Percent	Location	Name of Owner
Amount		Completed		
	1			

3. List contracts your organization has completed in the past three years:

Contract Amount	Class of Work	Percent Conipleted	Location	Name of Owner

4.	Have	you	ever	failed	to	complete	any	work	awarded	to	you?
Where why											
		•••••									

5. Has any officer or partner of your organization ever been and officer or partner of some other organization that failed to complete a construction contract?......If so, state name of individual, Other organization and reason

therefor.....

7. In what lines of business are you financially

interested?.....

8. What is the construction experience of the principal individual of your organization?

Individuals Name	Present Position or Office	Years of construction experience	Magnitude and type of work	Magnitude and type of work

9. In what manner have you inspected this proposed work? Explain in

detail.....

.....

10. Explain your plan or lay out for performing th	e proposed work (required, if necessary attach
additional notes if not able to fit in this space)	

	f awarded to you, will h			
equipment?	nd to do the transportati			
amount of subc	d to sublet the transport ontract or agent's contra and type of his equipme	ict, and, if known, th	e name and address	e estimated of contract or
forces? List the type of	end to do grading and fo equipment to be			
give the name a	t to sublet the grading a and address of sub contr	ractor, if known, type	e of equipment and fi	inancial
	end to sublet any portion			
Type of his equ	ipment and financial			
17 From which	h subcontractor do you	expect a bond?		
17. Fiont whice	a subcontractor do you			

Item	Quantity	Description - Size, Capacity, Etc.	Condition	Years of Service	Present Location

18. What equipment do you own that is available for the proposed work?

19. Are you a DBE –WBE registered Contractor, if not are any of your proposed subcontractors for the proposed work DBE –WBE registered Contractor?

20. What is the construction experience of your organization in the repair, rehabilitation of manholes? List the application certifications that your organization has attained or is capable of certification.

Individuals Name	Present Position or Office	Years of Rehabilitation and Repair	Magnitude and Type of Work	Magnitude and Type of Work

FORM VIWMA-performance bond	PER	NDS WASTE MANAGEMENT AUTH(FORMANCE BOND ce Instructions on Reverse)	DATE BOND EXECUTED
PRINCIPAL			
SURETY			
PENAL SUM OF BOND (Express in we	rds and figures)	CONTRACT NO.	DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS. That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Virgin Islands Waste Management Authority, hereinafter called the Authority, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Authority, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to b avoid; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under this several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

In Presence of: WITNESS	INDIVIDUAL PRINCIPAL as to
Constant participants in the second contract of the second second	as to SEAL1
	as lo
4)	at to
WITNESS	INDIVIDUAL SURFTY
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1.425105 . 1.8651 1	as to see
	CORPORATE PRINCIPAL
Anest	BUSINESS ADDRESS
	BY Affix Corporate Seal
	TITLE
Attest.	CORPORATE PRINCIPAL
	BUSINESS ADDRESS
	BY Affix Corporate Seal
	Title

The rate of premium on this bond is ______ per thousand.

Total amount of premium charged, S

(The above must be filled in by corporate surety).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I. ______, certify that I am the _______secretary of the corporation named as principal in the within bond, that _______, who signed the said bond on behalf of the principal, was then ________of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(CORPORATE) (SEAL)

B-7.3

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Virgin Islands Waste Management Authority.

2. The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands, any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in United States Virgin Islands, and adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.



PURPOSE:

The Virgin Islands Waste Management Authority (VIWMA) requires the services of a security company that can provide armed and unarmed guards, territory-wide, to protect the Authority's assets from a variety of hazards by enforcing preventative measures. The security guards will be required to enforce rules, patrol the facilities, conduct security checks, monitor alarm systems, and report incidents to minimize damage and illegal activities. Following below is the general scope of work that lists the duties and responsibilities required by the Contractor to perform security guard services at the VIWMA's facilities:

GENERAL SCOPE OF WORK:

1. The Contractor shall supply all labor, supplies, incidentals, lethal and non-lethal weapons necessary to provide appropriate security services at the Virgin Islands Waste Management facilities.

General performance criteria shall include but not be limited to providing security services, armed and unarmed guards and officers to:

- Mandatory visible presence to control public access to the designated facilities and related premises during hours specified.
- Must maintain and submit copies of log/records of vehicles and persons entering all facilities and designated premises during hours of operation.
- Mandatory perimeter checks and rotation of premises to ensure facilities and premises are safe from vandalism and unwanted intruders.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to the Security Manager.
- Prepare and submit written reports of daily activities.
- Required to respond promptly and appropriately to all security-related emergencies and immediately notify VIWMA's Enforcement Officer(s) on call/duty.
- CONTRACTOR must provide a maintenance tracking system to ensure that the designated facilities are always secured according to the approved schedule.
- The Facility Manager will specify which facilities will be utilizing unarmed and armed security services.
- CONTRACTOR must maintain a "deadly force" policy and ensure any and all employees are trained and legal permitted/licensed to carry and operate a firearm. A copy of the firearm use and deadly force policy shall be provided to VIWMA at inception of this Contract. VIWMA has no knowledge or experience in use of deadly force and will in no way be liable for Contractor's use of same.

St. Thomas Facilities:

• Bovoni Landfill/Mangrove will require 12 hours a day (6 pm - 6 am) patrol nonlethal/ lethal.

St. Croix Facilities:

- Anguilla Landfill weekends Saturdays and Sundays 2:00pm 7:00am One Armed Guard foot
- Treatment plant 4:00pm 7:00am Monday thru Friday five days a week, with one guard driving throughout the plant.
- Weekends Saturdays 2:00pm 7:00am One Armed Guard foot patrol non-lethal/ lethal Sundays 7:00am thru Monday Morning 7:00am. Throughout the entire year.
- An adequate number of security officer's presence are mandatory to meet the schedule described above.
- If for any reason the security employees cannot meet the required schedule, the CONTRACTOR must notify the Security Manager as well as the VIWMA Enforcement Department at least 24 hours in advance.

UNARMED SECURITY GUARD DUTIES:

- 1. Mandatory patrol of the entire facility to provide a visible presence to discourage vandalism or unauthorized entry. (A minimum of two times every hour) Make scheduled rounds, including stopping at each location checking doors, windows, gates, entry and existing ways. (Must provide a signature log rounds)
- 2. The Post Order information must be posted by the CONTRACTOR and shared with the Facility Manager, as well as the VIWMA Enforcement Department.
- 3. Record books must be turned in at the end of every month and be available for inspection by the Facilities Manager and VIWMA Enforcement Department. Recorded incidents must be reported within 24 hours to the Facility Manager and VIWMA Enforcement Department for appropriate action.
- 4. Notify the appropriate law enforcement agency immediately of any unlawful activity.
- 5. Interface immediately with any law enforcement agency responding to the VIWMA.
- 6. Admit only authorized personnel to the facility **During and after Normal** working hours.
- 7. Must maintain and submit copies of a log/records of vehicles and persons entering all facilities and designated premises during hours of operation.
- 8. Question and check IDs of anyone who enters the premises after normal working hours and record said entry on daily report log.
- 9. All security guards must be prompt and on time to their assigned posts.
- 10. Security guards must wear uniforms with name badges.
- 11. Vehicles are required to always have visible company identification.

12. Security guard(s) **must** be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.

ARMED SECURITY OFFICERS DUTIES

- 1. An armed security officer is any person who has the license to carry a weapon.
- 2. Armed security officers perform the same duties as security guards, such as but not limited to patrolling, surveilling, and ensuring general safety and order. Because these officers are armed, they **must** undergo significant training that includes knowledge of firearms, protocols for use, and firearm permit and all necessary credentials.
- 3. The security officer responds to unusual or emergency situations at client's site using the appropriate escalation of force level up to and including armed response by following established protocol. Protocols shall be furnished, to the Facility Manager, and VIWMA Enforcement Department by the CONTRACTOR.
- 4. The security officer maintains proficiency in the use of all assigned protective equipment, restraint devices and weapons.
- 5. The security officer preserves order and acts to enforce regulations and directives for the site pertaining to personnel, visitors, and premises.
- 6. The security officer **must** be equipped with portable communication devices permitting 24-hour communication with company headquarters and or with appropriate law enforcement agencies and other designated contacts.

REPORTS, FORMS AND POST ORDERS:

- 1. In the event of an unusual occurrence, the CONTRACTOR must submit an Incident Report to Management.
- 2. CONTRACTOR may use CONTRACTOR'S forms, subject to prior approval of the VIWMA's Facility Manager.
- 3. CONTRACTOR is required to submit a printed hard copy of the Post Orders for the armed and unarmed officers.
- 4. All reports prepared during the term of this CONTRACT shall become the property of VIWMA.

Updated April 13, 2023

4-13-2023 Date

Anderson Poleon Sr. Director — Environmental Enforcement Division