



VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting Requests for Proposals for the following projects:

- | | |
|-----------------------|---|
| RFP-002-C-2019 | <i>Design and Construction (Design/Build) Mon Bijou Convenience Center - St. Croix, VI</i> |
| RFP-003-C-2019 | <i>Design and Construction (Design/Build) Concordia Convenience Center - St. Croix, VI</i> |
| RFP-004-C-2019 | <i>Design and Construction (Design/Build) Cotton Valley Convenience Center - St. Croix, VI</i> |

Prospective submitters may download the entire proposal packages for their review from the Authority's website at www.viwma.org. Interested parties must submit confirmation with contact information for the respective company to sdavid@viwma.org or jthomas-blyden@viwma.org. All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property and responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

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, jthomas-blyden@viwma.org

The Authority shall convene a pre-proposal meeting on Wednesday, February 13, 2019 at 10:00 a.m. at the Harold J. Thompson Waste Water Treatment Plant, 3A and 4A Estate Bethlehem Middle Works, Frederiksted, St. Croix, Virgin Island. Site visits for each location will follow directly after the pre-proposal meeting.

Completed proposal packages will be received electronically at sdavid@viwma.org and jthomas-blyden@viwma.org on or before Wednesday, February 27, 2019 at 2:00 p.m. 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.

***Adrian Taylor
Interim Executive Director***

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

VIRGIN ISLANDS
WASTE MANAGEMENT AUTHORITY
Request for Proposal - Negotiation

RFP-003-C-2019

Pursuant to the Procurement Policy and Procedures issued by the Virgin Islands Waste Management Authority, proposals will be received for the work described below electronically to sdavid@viwma.org and jthomas-blyden@viwma.org until **Wednesday, February 27, 2019 at 2:00 p.m. Atlantic Standard Time.**

The Authority shall convene a pre-proposal meeting on Wednesday, February 13, 2019 at 10:00 a.m. at the Harold J. Thompson Waste Water Treatment Plant, 3A and 4A Estate Bethlehem Middle Works, Frederiksted, St. Croix, Virgin Island. Site visits for each location will follow directly after the pre-proposal meeting.

DESCRIPTION OF WORK

The Virgin Islands Waste Management Authority is requesting proposals from qualified firms for the following:

DESIGN AND CONSTRUCTION (DESIGN/BUILD) OF THE CONCORDIA CONVENIENCE CENTER, ST. CROIX, VIRGIN ISLAND

SCOPE OF SERVICES: ATTACHED

NEGOTIATION PROCEDURES:

The Executive Director of the Virgin Islands Waste Management Authority will appoint a Selection Committee to assist in the evaluation and selection of the Contractor or Contractors. 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 firm/s or person/s **deemed to be the most highly qualified companies or persons, in terms of experience, equipment and cost of services to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected regarding the anticipated concepts and the relative utility of alternative methods of approach for furnishing the services required.

FACTORS FOR DISCUSSIONS:

Selection criteria will include (i.) Professional qualifications, registration and general reputation of the principals of the firms; (ii) the extent to which the firms or persons specialized in or has undertaken projects of a type and scope similar to that required; (iii) familiarity with the area in which the services are to be provided; (iv) capability of meeting schedules; and (v) quality of performance on other projects.

NEGOTIATION:

The Selection Committee shall recommend to the Executive Director **the lowest responsive qualified firms or persons with whom the contracts shall be negotiated.** The Director or Designee, with the assistance of a Negotiation Committee, shall negotiate contracts with such firms or persons.

Should the Authority be unable to negotiate satisfactory contracts with the firms or any of them considered to be the most qualified, at a price determined to be fair and reasonable to the Authority, negotiations with those firms will be formally terminated. Negotiations will then be commenced with the next most qualified, the third most qualified or additional firms, in order of preference and their competence and qualifications, and shall continue until agreements are reached.

INSTRUCTION TO PROPOSERS

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each proposer will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Virgin Islands Waste Management Authority reserves the right to reject any or all proposals or any portion thereof and to accept the proposal or proposals deemed most advantageous to Authority. Price shall not be the sole criterion for awarding contracts for this project. Scope and quality of work proposed and the ability of the proposer to satisfactorily complete this type of work shall be considered.

Applicants are required to submit proposals based on the appended scope of work. Alternative proposals recommending new procedures and technology other than that requested in the scope of work will receive consideration providing such new procedures and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal. However, the Authority, in its sole discretion, reserves the right to determine that such new procedures or technology is not responsive to this RFP.

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: **Ms. Sandra David, Director of Procurement & Property.**

STATEMENT OF PURPOSE

Design and Construction (Design/Build) of the Concordia Convenience Center, St. Croix, Virgin Island

SUBMISSION OF PROPOSALS

Proposals shall be received electronically as follows:

Ms. Sandra David
Director, Procurement & Property
V.I. Waste Management Authority
sdavid@viwma.org and jthomas-blyden@viwma.org
RFP-003-C-2019

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 ninety (90) days after said closing time for acceptance of proposals nor shall the successful proposer withdraw or cancel or modify his proposal, except at the request of the Authority after having been notified that said proposal has been accepted by Authority.

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 Authority a written request for an interpretation thereof to **Ms. Sandra David, Director of Procurement & Property**. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective proposers. Oral explanations will not be binding.

CONSIDERATION OF PROPOSAL

This RFP does not commit the Authority to the award of a contract or contracts, nor pay any cost incurred in the preparation and submission of proposals in anticipation of a contract. The Authority 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 the Authority will be served by such action.

ACCEPTANCE OF PROPOSALS

The Authority will notify in writing acceptance of one or more of the proposals. Failure to provide any supplementary documentation to comply with the submitter's proposal may be grounds for disqualification.

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 proposer.

1. Introductory letter about the applicant:
 - a. Firm Name, address, fax and telephone
 - b. Type of service for which Firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.

5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; e-mail address and facsimile number).
6. Project Approach:
Describe how you will approach this project and availability to perform the services requested.
7. Cost

CONFLICT OF INTEREST

A Proposer filing a proposal hereby certifies that no officer, agent or employee of the Authority has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the Authority; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same request for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

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.

EQUAL OPPORTUNITY CLAUSE

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee. During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The Contractor hereby agrees to will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

CONTRACT WORK HOURS AND SAFETY

The Contractor hereby agrees to comply with the provisions and requirements in accordance with 40U.S.C. 3702 and 3704 (29 CFR Part 5).

REQUIRED DOCUMENTS

COMPREHENSIVE LIABILITY INSURANCE: The successful Proposer will be required to obtain and have in place the required Comprehensive Liability Insurance of Two Million Dollars. Insurance policy(ies) shall name the Authority as "**Additional Insured**". The successful Proposer must provide to the Authority a valid insurance certificate within ten (10) working days after award.

WORKERS' COMPENSATION: Within ten (10) working days after award of project the successful Proposer must submit a copy of their certificate providing that the firm and its agents are covered by Workers' Compensation Employer's Liability.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR A POTENTIAL AWARD OF THE CONTRACT.

REQUIREMENTS FOR CORPORATIONS:

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



Request for Proposals (RFP)
For the
Design and Construction (Design/Build)
Of the
Concordia Convenience Center
LOCATED AT
Frederiksted
St. Croix, Virgin Islands

Issued:

January 17, 2019

Virgin Islands
Waste Management Authority
Division of Engineering

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**DESIGN AND BUILD SOLID WASTE CONVENIENCE CENTER
LOCATED IN ESTATE CONCORDIA ST. CROIX**

SECTION 1: GENERAL BACKGROUND

The Virgin Islands Waste Management Authority (VIWMA) is issuing this Request for Proposals (RFP)

from submitters capable of entering into a construction agreement to provide the equipment, materials and personnel required to design and build the Concordia. The VIWMA and the successful submitter shall enter into a mutually binding full service Design Agreement addressing the topics contained in this document. The resulting agreement shall constitute a legally binding contract between the VIWMA and the successful submitter. The VIWMA also reserves the right to modify/expand/decrease the scope of the services in co-ordination with the successful submitter to include additional or reduced terms and conditions. Such additional or reduced terms and conditions may result in additional compensation to the successful submitter, or result in a reduction in compensation.

It is understood that the information contained in the RFP and the experience guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a submitter to provide these professional services. The WMA expects to select the most qualified submitter based on a structured point scoring evaluation. The scoring evaluation shall consider each submitter's ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources and depth and innovative approaches.

SECTION 2: PURPOSE AND OBJECTIVES

The purpose of this solicitation is to locate, evaluate and contract with a reputable team of professionals (architects, engineers, contractors) to provide the services necessary to design and build the Municipal Solid Waste Convenience Center.

SECTION 3: MINIMAL PROFESSIONAL QUALIFICATION REQUIREMENTS

This section requires the submitter to provide adequate information to exhibit their qualifications and ability to meet the standards of experience and financial capability in order to be considered qualified. The VIWMA, in its sole discretion, shall decide if a submitter meets the standards. Details of each submitter's experience and financial ability will be assessed at all levels through to the fiscal and experience strength of the parent company, if any. The specific selection criteria are outlined in **Section 7**.

Proposal Evaluation.

The submitter must:

1. Have been in the business of providing the design and construction services necessary to meet the objectives of this solicitation for at least five (5) consecutive years prior to the submission of its proposal.

2. Furnish liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily injury, wrongful death and property damage. Proof of coverage must be provided prior to the issuance of the related contract.
3. Submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services. The Virgin Islands Waste Management Authority shall be the additional named insured.
4. Demonstrate successful experience in design and construction projects specific to the design of a solid waste processing and handling facilities, including transfer stations, recycling facilities, landfills and any other such solid waste processing and handling facility the respondent may submit for evaluation.
5. Demonstrate specific experience of providing full service operations services with public or VIWMA design and construction agreements in the Virgin Islands, or in other municipal jurisdictions.

SECTION 4: ADDITIONAL PROFESSIONAL QUALIFICATIONS INFORMATION

The submitter must:

1. Provide a listing of all design/build projects for which the submitter has provided design or construction services, including the construction cost of the project; the project start date; the completion dates; the names, addresses, contact persons and telephone numbers of the owners; and the size and type of facilities addressed.
2. Describe submitter's breadth of knowledge and resources which would be brought to bear on the VIWMA project should the submitter be the successful contractor.
3. Demonstrate experience in: facility planning on a specified site; design to meet specifications and objectives of the project; construction to meet the objectives and budgets agreed to by the owner. The submitter must identify specific projects where such services were provided and the results of such services.
4. Have specific experience which exhibits the submitter's ability to evaluate, recommend and implement corrective and/or affirmative actions to improve the functionality of a service oriented operation housed into one facility.
5. Have the proven ability to successfully address environmental issues which may affect the progress of the design/build of an existing structure.
6. List any pending litigation or bankruptcies, any environmental litigation and any judgments entered against the submitter in the last 5 years.

SECTION 5: SERVICES TO BE PROVIDED BY THE SUBMITTER

The submitter must provide the following services:

1. Provide drawings and a cost estimate at the conceptual design phase for WMA review, comment and/or approval. (6 sets required).
2. Provide an artist's rendering of the proposed converted/modified facilities for WMA's use in Public Service announcements and disclosures.
3. Provide drawings, a cost estimate, outline specifications and a construction schedule at the 30% preliminary design phase for WMA review, comment and/or approval. (6 sets required) Provide drawings, a detailed cost estimate, draft specifications and a construction schedule at the 60% design phase for WMA review, comment and/or approval. (6 sets required)
4. Provide drawings, a detailed cost estimate, final specifications and a construction schedule at the 30% design phase for WMA review, comment and/or approval. (6 sets required).
5. Provide drawings, a detailed cost estimate, final specifications and a construction schedule at the 60% design phase for WMA review, comment and/or approval. (6 sets required).
6. Provide drawings, a detailed cost estimate, final specifications and a construction schedule at the 90% design phase for WMA review, comment and/or approval. (6 sets required)
7. Provide final drawings, a detailed cost estimate, final specifications and a final construction schedule at the 100% design phase for WMA review, comment and/or approval. (6 sets required)
8. Determine the need for and apply for all necessary permits for the design and construction. (Project as already undergone the CZM permitting process).
9. Construct the facility in accordance with approved drawings and within the approved schedule and budget determined and approved during the design review phases.

SECTION 6: SCOPE OF WORK

The primary objective of this RFP is to convert the existing bin site at Concordia into a Solid Waste Convenience Center where solid waste is collected, separated and further processed as waste material to be taken to the landfill or as a reuse material to be shipped away.

Design parameters for the Convenience Center include the following:

- The Convenience Center shall be designed to accommodate at least four (4) Forty Yard Compactors and five (5) 20yds open bins.
- Facility should be able to accommodate special solid waste drives (used oil batteries).
- Bulk waste such as white goods, yard waste and construction debris it to be directed to specific

- bins or areas by the operator
- Electrical service is to be provided with adequately sized and powered emergency generator to operate the facility should WAPA power be unavailable limited periods.
- Facility must have an air conditioned office area in addition to a break room and restroom with a shower.
- Site is to be completed be enclosed with security fence
- Screening for the fence is to be placed to provide permanent sight obscurity to the internal operations.
- Oil/grease/grit separators are to be included into the design
- Site drainage must be provided with adequate conveyance to the stormwater system.
- Site must be properly lighted to deter illegal activity at night. The submitter may propose solar powered lighting for the facility.
- Site must be monitored by close circuit television; additionally site attendant must have capability to monitor compactors and manually zoom into any location surrounding compactor and all areas accessible by the public.
- Site must include at minimum a 10,000 gal cistern for wash down, general cleaning eyewash supply
- Safety, health and fire protection are to be designed into the layout and operational function of the facility. Design must include a fire suppression system

SECTION 7: PROPOSAL SUBMITTAL CONTENT

The proposal must contain the following:

1. Transmittal Letter:
 - a. Firm Name, address, fax and telephone
 - b. Type of service for which Firm is qualified

 2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
- Evidence of meeting the Professional Qualification Requirements
 - Additional Professional Qualifications Information
 - The Proposal
 - Contract Management Plan

- Business Considerations (acumen)
- Contract Agreement
- Project Schedule
- Project experience:
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
- Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; e-mail address and facsimile number).
- Project Approach:
Describe how you will approach this project and availability to perform the services requested.
- Cost Proposal Submittal (under separate cover)
- Conceptual Design with cost estimate

The proposal shall identify any and all non-monetary terms and conditions associated with the services included in the proposal, such as the submitter's limitations on liability. During contract negotiations, the scope of work shall be fully defined; any changes shall be negotiated along with the Agreement, beginning with the draft contract agreement submitted in the proposal.

The following are additional matters which should be considered by the submitter relative to the content of each of the suggested sections of the proposal.

- **Transmittal Letter**

- Should include at a minimum, a commitment by the submitter, if selected, to enter into good faith negotiations with the VIWMA.
- Must be signed by an officer of the submitting firm.
- Must be submitted with a Board Resolution giving said officer signatory authority.
- Should state the length of time (months) that the submitter will hold firm its prices.

- **Professional Qualification requirements**

The Submitter shall Respond to the requests contained in **Section 3** of this document.

- **Additional Qualifications Information**

The Submitter shall Respond to the requests contained in **Section 4** of this document.

- **Provide Contract Management Plan**

The Contract Management Plan should address the following topics:

- a. A listing of the specific individuals assigned to the Management Team and to Technical Support who the submitter will assign to the contract during the design and construction phases, and provide the résumés and experience of those individuals.
- b. A detailed staffing plan indicating the type and quantity of the various positions the submitter feels is necessary to provide the services required.

- c. The details of the incorporation of the design parameters into the project design.
- d. Specifically identify any additional services which should be provided but which exceeds the scope of services requested herein.
- e. Changes or limitations to the general provisions listed in the draft agreement.

- **Business Considerations**

The submitter must discuss its position on such business issues as assumption of risk, repair and replacement of operating equipment, capital improvements and guarantees.

- **Contract Agreement**

The WMA will prepare the contract agreement upon successful negotiations with one submitter. However, a summary of some of the general provisions the WMA will require in any final Professional Services Contract are as follows:

- The Scope of Services to be rendered by the contractor.
- A provision for liability for the payment of fines and/or civil penalties levied against the contractor and/or the VIWMA by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, or of this contract, or for failures resulting from the contractor's negligence during the period of the contract.
- A provision for compliance with all applicable laws and regulations regarding the design and construction of the facilities.
- A provision for indemnification of the VIWMA, its agents, officers, assigns and employees from any loss or liability for claims, damages, lawsuits resulting from the contractor's negligence and breaches during the period of the contract.
- A provision for comprehensive liability insurance policies including the WMA as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$2,000,000); a certificate of such insurance shall be submitted to the WMA upon execution of the contract.
- A provision for the contractor's payment of all taxes and charges, including unemployment insurance premiums.
- A provision that the contractor shall provide a sufficient number of qualified personnel, including management, administrative, operational, technical, and clerical, who meet relevant legal requirements and industry standard experience regarding design and construction, and are capable and demonstrate experience necessary to design and construct the facility during the contract period.

- A provision that the contractor shall design and construct all facilities so that odor, dust and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.
- A provision for the term of the Contract between the VIWMA and the contractor to be **60 days for design and 150 days for construction.**
- A provision that the contractor shall make all arrangements to provide for the supply and construction/installation of capital equipment as requested and approved by the WMA and as set forth in the design as provided by the contractor. Ownership of the capital equipment will transfer to the WMA at the completion of the project.
- A provision for the termination of the contract if the level of performance is unsatisfactory to the VIWMA.

- **Project Schedule**

All proposals must include a project schedule in Gantt chart or similar format showing key project milestones for the duration of the project. The schedule should start with the Notice to Proceed as the effective date, through acceptance of the facilities including fully operational status. This schedule will include at a minimum sufficient time to obtain permits, provide designs with WMA reviews and approvals, the time to obtain financing, the time for any construction, startup, completion, acceptance and full operations of VIWMA’s facility. The VIWMA will assist in securing the necessary permits in a timely manner providing all legally required submittals have been met.

- **Cost Proposal Submittal**

Proposals in response to this RFP will consist of two volumes, **one providing technical details and one providing cost information.** Cost proposals shall include costs for the design, and separate costs for the construction of the facility. **One original copy of the cost proposal shall be submitted in a separate, sealed envelope. The proposal containing the cost proposal shall be stated so on the outside of that proposal.** The cost proposal shall include the following:

Cost Proposal Assumptions

- a. Cost proposal assumptions.
- b. Detailed listing of all proposed capital equipment excluding bins and compactors.

SECTION 8: CONTRACTOR RESPONSIBILITIES

Permits and Regulations

The Contractor shall be responsible for identifying, obtaining, complying, and bearing all costs associated with any environmental or other permits or any regulations required for the design and construction of the facility, or to process or test, measure, treat, or dispose of any emissions, debris or effluents resulting from the Contractor's operations, activities, or equipment.

Record Keeping and Reporting

The Contractor shall be required to maintain electronic and written records of all documents, correspondence, submittals, applications and all other computer records of activities related to the contract. The Contractor's records shall be open for VIWMA inspection at any time during the Contractor's normal business hours, and the VIWMA reserves the right to perform spot monitoring of the Contractor's operations. The VIWMA may also request copies of any record during the Contractor's normal business hours.

The Contractor shall keep on site at all times copies of the following:

- all permits and licenses shall be posted as required by applicable laws

Except as noted here, all reports will be provided in written and electronic (digital) form and provided in hard copy and on a computer storage medium, using software approved in writing by the WMA.

The Contractor will be required to immediately report any spills of fuels, lubricants or any hazardous liquids to the VIWMA and Local (DPNR) and Federal Regulatory Agencies (EPA), in accordance with their reporting requirements.

The Contractor will be liable for any fines resulting from such spills, and shall be responsible for the mitigation of the area of the spill.

Site Security

The Contractor will be responsible for providing adequate security for Contractor's equipment and for the facilities during construction of the project.

Health and Safety

The Contractor shall be responsible for complying with all laws and regulations associated with worker health and safety, for providing workers adequate training in safety and operations, and for maintaining a drug-free workplace. The training shall include training to handle spills of fluids and hazardous materials, fire, explosion, earthquakes, hurricanes, excessively heavy rain events and other natural events or disasters.

Non-Discrimination

The Contractor shall be responsible for complying with all laws and regulations associated with fair hiring practices, the creation of a non-discriminatory work place and appropriate termination procedures.

The Contractor shall make all possible efforts to subcontract, hire and/or retain the services of Virgin Islands based businesses, corporations and individuals. The VI Department of Labor currently holds a listing of individuals seeking employment and should be consulted first to fill any vacant positions both at start up and throughout the life of the contract.

SECTION 9: ELIGIBILITY REQUIREMENTS

Licensing Requirements

A contract will not be issued , nor a Notice to Proceed given, to any firm or individual doing business in the Virgin Islands to perform work with the VIWMA until documentary evidence is submitted that the said firm or individual has a General Construction or Engineering V.I. Business License to do similar business in the Virgin Islands. Submitters must submit hard copy of a valid V.I. business license within ten (10) working days after award of the contract.

All Submitters bidding as Joint-Ventures which do business in the Virgin Islands must be licensed as a Joint-Venture in the Virgin Islands.

Requirements for Corporations

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE DOCUMENTS WILL BE REQUIRED PRIOR TO ISSUANCE OF CONTRACT

FAILURE TO PROVIDE THE CERTIFICATES WITHIN **TEN (10) WORKING DAYS** AFTER NOTIFICATION OF ACCEPTANCE OF SUBMITTER'S PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED AS NON-RESPONSIVE AND THE SUBMITTER MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT

Workers' Compensation:

Within ten (10) working days after notification of proposal acceptance, the successful submitter must provide a copy of their certificate indicating that the firm and its agents are covered by Workmen's Compensation Insurance.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN **TEN (10) WORKING DAYS** AFTER NOTIFICATION OF ACCEPTANCE OF SUBMITTER'S PROPOSAL, MAY RESULT IN THE

PROPOSAL BEING DEEMED AS NON-RESPONSIVE AND THE SUBMITTER MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

Conflict of Interest

A submitter filing a proposal shall certify that no officer, agent or employee of WMA has a pecuniary interest in the proposal or has participated in contract negotiations on behalf of the Submitter; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Submitter for the same Request for Proposals; and that the Submitter is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

SECTION 10: PROPOSAL FORMAT

Except for specialized charts, drawings, or figures, all pages will be 8.5 x 11-inches with 1-inch margins and a minimum of 12-point font. **Total proposal length shall not exceed 50 pages, including statement of qualifications, technical and cost proposals.**

Supporting material such as corporate brochures and equipment descriptions will not be counted in the 50 pages. The cover page of the proposal must include the title of the proposal and indicate that the proposal is in response to the “Request for Proposals to”

Design and Construction (Design/Build)

Of the

CONCORDIA CONVNIENCE CENTER

and shall include an individual’s name and title representing the submitter as a point of contact (with addresses, phone and fax numbers, and email addresses), and the name, title, signature, and contact information of someone in the submitter’s organization with the authority to bind the organization (See sample cover sheet in *Appendix I*).

The sealed envelope containing the proposals must have the following information written on the outside of the envelope:

SEALED PROPOSALS-DO NOT OPEN
(Name of Submitter’s Authorized Official)
(Company Name of Submitter)
(Mailing Address of Submitter)
(Telephone Number of Submitter)
(Fax Number of Submitter)

The Cost Proposal document (sealed) shall be similarly denoted.

Normal business hours for the VIWMA Division of Procurement and Property are **8:00 a.m. to 5:00 p.m. Atlantic Standard Time, (no daylight savings time)**. *Please note that express or overnight services to the Territory have variable reliability.* Therefore, submitters shall be responsible for delivery of their proposals to the WMA Division of Procurement and Property before the date and time set for the closing of this RFP.

SECTION 11: COMPLETENESS OF PROPOSAL

All proposals (and all copies) must be complete by the RFP submission deadline. Minor non-substantive corrections may be accepted, if in the opinion of the WMA they are warranted, after the submission deadline.

SECTION 12: CONSIDERATION OF PROPOSAL

The VIWMA Executive Director shall represent and act for VIWMA in all matters pertaining to the scope of services and contract in conjunction therewith. **This RFP does not commit the VIWMA to the award of a Contract, nor pay any costs incurred in the preparation, submission of proposals or VIWMA requests for revisions of the proposal in anticipation of a contract. VIWMA 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 the VIWMA will be served by such action.** The WMA may require the submitter selected to participate in negotiations by providing price, technical, or other revisions of their proposals as may result from or be required by negotiations. Proposals failing to provide some of the items in Section 7 - Submittal Contents shall not be rejected per se but any deviations from the scope must be clearly noted. Submission to the WMA of any type of proposal in response to this RFP indicates acceptance of these terms.

SECTION 13: WITHDRAWAL 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 or cancel or modify his proposal, except at the request of WMA after having been notified that said proposal has been accepted by VIWMA.

Submitters agree to hold their offer, including pricing, firm for at least **180 days** after the proposal submission deadline.

SECTION 14: CONTRACT TIME PERIOD

This RFP is for the solicitation of proposals to design and build the Concordia Solid Waste Convenience Center – Concordia, St. Croix, VI. The initial term of the contract will be **60 days for design and 150 days for**

construction.

SECTION 15: PROPOSAL EVALUATIONS

The Selection Committee will consist of WMA officials and others, as deemed appropriate by the WMA, and will be responsible for the recommendation of the selection of the Contractor. The final approval of the selection of the Contractor and the fees to be paid shall be made by the WMA Governing Board.

Proposal Selection Criteria

The following criteria will be used by the WMA's Selection Committee in evaluating proposals submitted in response to this RFP.

Contractor Qualifications

Experience

The WMA is interested in working with companies with proven corporate experience and a successful track record. As such, the submitter must provide a summary of the submitter's prior similar experience and track record with this type of project. The submitter must indicate the work which best illustrates the submitter's current qualifications and ability, including descriptions of experiences and projects similar to the services requested in this RFP. Refer to **Section 3**.

Qualifications and Key Personnel

The proposal shall show the identity and qualifications (i.e., appropriateness, capability, and experience) of key personnel, team members (including subcontractors) and their respective roles, and continuity of the project teams, and the subcontractors available to work on this project, including *especially* their expected project assignments and the extent of their participation. Refer to **Section 7**.

Financial Strength and Reputation

The WMA is interested only in companies with demonstrated financial strength and capability to successfully design and construct the conversion of a derelict warehouse building into an office facility as described in this RFP. As such, proposals must show the submitter's financial capability to implement the proposal. The submitter shall provide a history of projects of equal or greater magnitude funded by the submitter and detail these projects' funding sources. The submitter must list any pending litigation or bankruptcies, any environmental litigation and any judgments entered against the firm in the last **5 years**. Refer to **Section 4**.

SECTION 16: GLOSSARY

Submitter: Name of a developer, contractor, partnership, joint venture, manufacturer, corporation, individual or other entity which submits a proposal to the WMA.

Contractor: Name of a developer, contractor, partnership, joint venture, manufacturer, corporation, or other entity that is granted a contract as a result of this RFP.

Facility: Something (e.g., a building) that is built, installed, or established to serve a particular purpose.

VIWMA: Acronym for the Virgin Islands Waste Management Authority of the Virgin Islands

Hazardous waste: A waste may be considered hazardous if it is ignitable (i.e., burns readily), corrosive (e.g., high pH), or reactive (e.g., explosive) according to US EPA definition. Waste may also be considered hazardous if it contains certain amounts of toxic chemicals. In addition to these characteristic wastes, EPA has also developed a list of over 500 specific hazardous wastes. Hazardous waste takes many physical forms and may be solid, semi-solid, or even liquid.

Proposals: Written submission in response to this RFP.

RFP (Request-for-Proposals): A solicitation of qualified submitters for written proposals to Design and Construction (Design/Build) of the Concordia Convenience Center St. Croix VI.

SECTION 17: APPENDICES

Appendix I. Sample Cover Sheet

APPENDIX I

SAMPLE RFP COVER PAGE

**Request for Proposals for the
Design and Construction
(Design/Build)
of the**

Concordia Convenience Center

Concordia, St. Croix

Solicitation Number RFP - _____

**In response to
Virgin Islands Waste Management Authority**

Technical Contact: (John Doe, Project Manager
Acme Engineering Company
12 South Main Street
Los Angeles, California 55121
Phone 555-123-4566
Fax 555-123-5567
Email jdoe@aol.com)

Authorizing Official: (Jane Smith, Account Executive
Acme Engineering Company
12 South Main Street
Los Angeles, California 55121
Phone 555-123-4566
Fax 555-123-5567
Email jsmith@aol.com)

(Acme Engineering Company) agrees to hold this offer firm for a period of **180 days** as required
by

RFP - _____

Signature of Authorizing Official: _____

Date: _____