Virgin Islands Waste Management Authority
Preserving Paradise

RFP-004-C-2022

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting bids for RFP-004-C-2022 for the **Generator Maintenance & Repairs at VIWMA Facilities, St. Croix District, USVI**

Interested parties and prospective respondents may request the complete RFP Package 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, and mvante@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 Michael Vante, Contract & Inventory Manager on or before **Friday, September 2nd, 2022.** Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest by formally requesting the RFP 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

Proposals will be submitted electronically in PDF Format bearing the respective proposal number: RFP-004-C-2022 to sdavid@viwma.org and mvante@viwma.org on or before Wednesday, September 14th, 2022 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.

Roger E. Merritt, Jr.
Executive Director

VIRGIN ISLANDS
WASTE MANAGEMENT AUTHORITY
Request for Proposals

RFP-004-C-2022

Pursuant to the Procurement Policy and Procedures issued by the Virgin Islands Waste Management Authority, proposals will be accepted for the work described below electronically to sdavid@viwma.org and mvante@viwma.org until **Wednesday, September 14th, 20022 at 2:00 P.M. Atlantic Standard Time.**

DESCRIPTION OF WORK

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

GENERATOR MAINTENANCE & REAPIRS AT VIWMA FACILITIES, ST. CROIX, USVI

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 she determines 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

Generator Maintenance & Repairs at VIWMA Facilities, St. Croix District, USVI

SUBMISSION OF PROPOSALS

Proposals shall be received electronically as follows:

Ms. Sandra David
Director, Procurement & Property
V.I. Waste Management Authority
sdavid@viwma.org
RFP-004-C-2022

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:
   a. 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.

FEDERAL REQUIRMENTS

Federally funded contracts shall comply with the requirements of the federal program under which the funds were awarded, and the requirements outlined in Title 2, CFR Part 200 of the Unified Administrative Requirements.

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 at a minimum of One Million Dollars ($1,000,000). 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.

Generator Maintenance & Repair
Scope of Work

Purpose
The purpose of this contract is to procure maintenance and repair services for generators at the Virgin Islands Waste Management Authority (VIWMA) in the district of St. Croix. The contractor will be responsible for providing planned maintenance and comprehensive repair services designed to extend the life of the generators and ensure maximum reliability. The contractor will be responsible for providing certified generator technicians experienced in servicing all makes and models utilized at VIWMA's administrative and operational facilities to include:

Generator Models
Cummins, Rudox, Generac, Onan, Marathon, Power Guard, Tradewinds, Mecc Alte, Marelli, Perkins

Service Description
Contractor shall provide all qualified personnel, transportation, equipment, replacement parts, tools and supplies necessary to perform maintenance and repair services as required on the VIWMA generators. See generator listing attached:

Contractor (and any subcontractor) will:

- Report to designated **VIWMA** personnel upon arrival, completion and departure from the facility, sign required logbooks and follow all safety rules.
- Comply with the OSHA standards and regulations and ensure compliance with the requirements for all work to be performed under the contract.
- Meet the manufacturer's recommended performance standards regarding maintenance or repairs and all work must be completed by a licensed Virgin Islands contractor.
- Leave all serviced equipment and the service area safe, clean, and ready for use.
- Legibly sign the work order (along with designated VIWMA representative), and a signed copy of the work order will be provided to designated VIWMA personnel.
- Warranty all repairs for 90 days.
- Bring a conflict to the attention of the **VIWMA's contact person** for resolution and shall not shut down or render inoperative, any generator without expressed prior approval of a designated **VIWMA** representative.
- Include any replacement or new generators **acquired by the Authority, during the term of the contract, under this agreement.**

Maintenance
Schedule a minimum of two (2) preventative maintenance services per year, per generator, unless otherwise directed by designated VIWMA representative. At a minimum, the preventative maintenance service shall include:

- Visual inspection of the entire generator including all equipment supports and mountings, and notify VIWMA personnel of:
    - Damage.
    - Leakage.
    - Improper ventilation.

    - Excessive heat
    - Other

- Inspection of battery:
    - Maintain proper electrolyte levels.
    - Ensure battery is performing at manufacturer specifications; or
    - Replace battery, as necessary

- Inspection of belts and/or hoses:
    - Inspect for wear, damage, or looseness.
    - Adjust as necessary; or
    - Replace, as necessary

- Inspection of oil filters, air filters/cleaners, and fuel filters:
    - Clean or replace as necessary; and
    - Oil filters, air cleaners, and fuel filters/separators shall be changed a minimum of once per year

- Inspection of fuel system:
    - Inspect all supply lines and connections; and
    - Check fuel pressure

- Inspection of oil system:
    - Check pumps.
    - Inspect for proper oil pressure.
    - Inspect and adjust proper oil levels.
    - Drain and replace oil as necessary; and
    - Oil shall be changed a minimum of once per year (or more frequently as needed).

- Inspection of cooling system:
    - Check pumps and fans.
    - Maintain proper coolant level; or
    - Drain and replace coolant, as necessary.

- Inspection of voltage:
    - Check for correct voltage; and
    - Adjust, as necessary

- Inspection of frequency:
    - Inspect for correct RPM and Hz; and
    - Adjust, as necessary

- Inspection of electronics:
    - Inspect control panel and display.
    - Run appropriate diagnostics/self-tests; and
    - Replace/reset electronic components, as necessary.

- Clean and lubricate:
    - Clean any foreign material and dust from equipment.

- Replace all other failing, missing, or damaged parts, as necessary.

- Calibrate to meet the manufacturer's recommended performance standards.

Repair
Provide repair services as required to ensure each generator meets the manufacturer's recommended performance standards.

- Provide designated VIWMA personnel with the total estimated cost of the maintenance and repair service including:
    - The number of hours required to complete the service
    - The replacement parts and/or materials required to complete the service