

# VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority  
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## REQUEST FOR PROPOSAL RFP 004-2024-STX/STT/STJ

### **Professional Warehouse Management and Security Services**

The Virgin Islands Office of Disaster Recovery (ODR) seeks the services of qualified firms to provide warehouse management and security services.

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**Virgin Islands Office of Disaster Recovery**  
**RFP 004-2024-STX/STT/STJ**  
**REQUEST FOR PROPOSALS**  
**Professional Warehouse Management and Security Services**

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## **1.0 INTRODUCTION**

The Virgin Islands Office of Disaster Recovery (ODR), a subsidiary division of the Virgin Islands Public Finance Authority, an independent instrumentality of the Government of the United States Virgin Islands is soliciting proposals from qualified and licensed vendors ("Respondents") to provide warehouse management and security services.

Respondents will be competing for selection to provide services as more fully described in Section 2. The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP. Respondents must respond to all components of the scope.

## **1.1 CONTEXT**

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (U.S. Virgin Islands or "the Territory"). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to roads and public facilities. The entire population—over 100,000 residents—was impacted by the devastation brought on by the storms, with winds of over 185 miles per hour and up to 20 inches of rain in some areas.

As a result of the storms, the United States Virgin Islands is the recipient of Community Development Block Grant – Disaster Recovery funding from HUD and aims to rehabilitate or reconstruct homes damaged by the storms via the EnVIsion Tomorrow Program. The program consists of the Homeowner Rehabilitation & Reconstruction Program (HRRP) and the Rental Rehabilitation & Reconstruction Program (RRRP). The HRRP provides support too low to moderate-income homeowners while the RRRP focuses on rental units damaged by the storms.

## **2.0 SCOPE OF WORK**

The selected Contractor will be required to provide warehouse management and security services necessary to safeguard construction materials at the assigned locations. The Contractor will only perform those tasks directed and approved by ODR. Work performed without approval will be considered out of the scope of the contract and may not be reimbursed by ODR.

Work to be performed by the selected Contractor includes but may not be limited to:

### **1. Warehouse Management**

- The Respondent shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform all services, tasks, and functions as defined in this Scope of Work (SOW).
- The Respondent shall manage, control and charge all material(s) disbursed to a specific project. It is the intent of ODR that the Respondent shall provide and manage all operational equipment inventory required for the performance of the contract.

- Respondent shall perform an initial and routine count of inventory.
- Respondent shall track all intake and release of materials.
- Respondent shall organize and keep the inventory organized in an efficient manner to be able to easily locate and distribute the materials.
- Respondents will be responsible for any loss and/or shrinkage of inventory of which a penalty will be assessed.
- Respondent will be expected to maintain an accurate account of the quantity, quality, price, location etc. of the inventory whether in the facility or in transit.
- The system shall be accessible by ODR for approximately 5 users.

## **2. Provision of Forklift and Operator for Lumberyard**

- Delivery of a well-maintained forklift with a minimum lifting capacity of 8,000 pounds to the designated loading site.
- Assignment of a certified and experienced forklift operator for the duration of the project.
- Well-maintained, regularly inspected, and compliant with all safety regulations and standards.

## **3. Loading and Bundling of Lumber**

- Interact with ODR staff and contractors on a daily basis.
- The vendor shall provide the necessary personnel, material, and equipment, such as straps, bands, and pallets for bundling.
- Bundling of lumber materials according to specified dimensions and safety standards based on the submitted Bill of Material (BOM).
- Loading bundled lumber onto contractor's trucks, ensuring secure and safe transport.

## **4. Lumberyard Compliance and Reporting**

- Adherence to federal program guidelines.
- Respondent shall ensure that staff is equipped with all the necessary safety equipment (Personal Protective Equipment (PPE)), including but not limited to hard hats, clothing, appropriate footwear, etc.
- The vendor shall ensure that all forklift operators are properly trained and certified. Maintain certification and training records of all forklift operators, ensuring compliance with OSHA and HUD standards.
- Regular safety inspections and maintenance records of the forklift.
- Incident and accident reports, including corrective actions taken.
- The vendor shall maintain detailed records of all loading activities for each project ID, including dates, times, quantities of lumber loaded, and any incidents or issues encountered.
- The vendor shall submit regular reports to ODR management, detailing the progress and any challenges faced.
- Provide regular cleaning and maintenance of each site, to include maintenance of grounds (cutting grass, etc.).
- Ensure continual quality assurance/quality control.

## **5. Lumberyard Security Services**

- The selected Respondent will be required to provide security services (directly or through a sub) necessary for the buildings and grounds at the assigned locations. Service shall be of quality generally performed by security professionals and executed in a reasonable, diligent, and careful manner. The Contractor will only perform those tasks directed and approved by ODR. Work performed without approval will be considered out of the scope of the contract and may not be reimbursed by ODR.
- Staff must be fluent in English to be able to communicate effectively both verbally and in writing.
- Must be properly licensed/certified.
- Must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others.
- Must always behave in a professional and respectable manner.
- Security Guards' Responsibilities:
  - Check ID's and clear individuals prior to allowing access to premises/materials.
  - Prevent unauthorized access to restricted areas.
  - Assist at the end of business hours to ensure that all members of the public leave the premises.
  - Circulate throughout the public areas to maintain an orderly atmosphere and perform related duties as required including protecting materials, equipment, staff, the public, and premises.
  - Act in a courteous and professional manner at all times.
  - Survey facilities for problems of security (including non-functioning light bulbs and vandalism) and hazardous conditions and report them to appropriate staff for repair.
  - Respond immediately to emergency calls.
  - Enforce property rules, policies, safety regulations and maintain order using good judgement and discretion.
  - Investigate any unusual or unauthorized activity, notify the police and prepare related report logs.

## **6. Coordination and Communication**

- Coordination logs detailing communication with contractors regarding lumberyard scheduling and loading requirements.
- Contact logs for all key project stakeholders, including any changes or updates to project plans.
- Notify the ODR program management of any security incidents and prepare appropriate reports.

## **7. Completion and Handover**

- Final report summarizing the project's completion, including all loading activities, any issues faced, and overall performance assessment.
- Handover documentation, including confirmation from contractors that all lumber was received in good condition and without damage.

- Respondent shall maintain all records, documents, and associated papers provided and generated during the period of performance. Such documents become ODR property and will remain in place or provided to ODR upon contract termination or completion. During the period of performance, records, documents, and associated papers shall be available for review.

#### **8. Insurance and Liability**

- The vendor shall carry adequate insurance coverage, including general liability, workers' compensation, and equipment insurance. (Enclosure D)
- The vendor shall assume full responsibility for any damage or injuries resulting from their operations, equipment, or personnel.

#### **9. Hours of Operation**

- Warehouse Management Services: Monday - Friday (except holidays); 8:00 am to 3:00 pm.
- Security Services: 24 Hours a day, 7 days per week.

#### **10. Key Deliverables**

- **Operations Plan:** Provide an operations plan within fifteen (15) business days after contract execution outlining how the Respondent will begin operations at each of the sites. Including but not limited to, the number of staff to be hired for all positions, equipment on-hand and needed to complete daily functions.
- **Safety and Security Management Plan:** The safety and security management plan define methods and processes for the identification and management of inherent safety risks associated with the execution of services. The Plan includes safety, security, Injury and Illness Prevention Program (IIPP), compliance with territory Occupational Safety and Health Administration (OSHA) and ODR regulations, training, monitoring, recording, emergency management, fire/life safety and safety performance metrics. The Respondent must provide a Safety and Security Management Plan within thirty (30) days of contract execution for review. The Plan must be implemented to ensure all personnel are aware of the safety requirements.

The selected Respondent(s) must secure the necessary personnel and all other equipment/supplies as necessary to conduct business for the core functions of warehouse management and security services at sites on St. Thomas located at 2-2 Bovoni, Frenchman's Bay Quarter, St. Thomas, USVI 00802 and on St. Croix at 73 Concordia Road, Frederiksted, USVI 00840. ODR Senior staff are expected to be on call. The respondent must also have sufficient staff /supplies to support operations on all islands. Respondents are encouraged to find the most efficient and cost-effective method to conduct Professional Warehouse Management and Security Services for each location.

### **3.0 KEY PERSONNEL**

Each proposal shall describe the organizational structure of the proposed team. At a minimum, each proposal shall include:

- An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and sub-contractors.
- Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.

- In addition, for any staffing functions for which specific roles have not been provided in this RFP, the respondent should submit a list, describe, and discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

### **3.1 Key Personnel Replacement**

Key personnel are those considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. ODR reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six (6) months of contract performance. ODR shall be notified in writing of any proposed substitution at least thirty (30) days in advance. Such notification shall include:

- An explanation of the circumstances necessitating the substitution.
- A complete resume of the proposed substitute.
- And any other information requested by ODR. to facilitate the evaluation of Contractor's substitution request. ODR reserves the option of reviewing, re-evaluating and rescoreing Contractor's response to this solicitation and further reserve the option of invalidating the Contractors' response to this solicitation due to excessive substitutions.

### **4.0 QUALIFICATIONS**

The selected Respondents must be able to adequately demonstrate their experience in their proposal submittal. The Respondents must have the administrative infrastructure to effectively manage warehouses and inventories, service delivery, maintenance of a well-maintained forklift and certified forklift operator with OSHA certification and required licenses. Additionally, Respondents should provide detailed information about the experience and qualifications of the Respondent's assigned personnel, considered key to the success of management. Demonstration of experience and knowledge should include training, technical experience, functional experience, specific dates and names and contact information for employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

The Respondents should also have a valid Unique Entity Identification (UEI) number and be registered with the System for Award Management (SAM). A contract will **not** be executed with any firm or individual doing business in the U.S. Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid U.S. Virgin Islands business license by the Department of Licensing and Consumer Affairs or applicable U.S. Virgin Islands entity; corporate entities must be registered to do business with Corporate and Tradename Division of Office of the Lieutenant Governor; and employers must be registered with the Department of Labor with respect to unemployment insurance and workers compensation. Bidders should submit a hard copy of a valid U.S. Virgin Islands business license within ten (10) business days after award but must submit said U.S. Virgin Islands business license before a contract will be executed. The failure to timely provide a U.S. Virgin Islands business license is grounds for ODR to contract with the next successful Respondent. All Bidders bidding as Joint Ventures must be or become licensed as a Joint Venture in the U.S. Virgin Islands, before bid submission.

#### **4.1 Required Minimum Qualifications of Respondent**

The following are required minimum qualifications that should be included with the Respondent's Proposal Package.

- Company profile and relevant experience in warehouse management and security services.
- Details of the proposed forklift, including specifications and maintenance records.
- Qualifications and certifications of forklift operators.
- Description of the bundling and loading process, including materials and equipment used.
- Insurance certificates and proof of coverage.
- References from previous clients for similar projects.
- Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business (possess a valid U.S. Virgin Islands business license) in the Territory before a contract will be executed. If during bidding, such Respondents already maintain a U.S. Virgin Islands business license, Respondent shall attach its license to do business to its proposal. If Respondents do not possess a U.S. Virgin Islands business license, Respondent must attach a copy of its application for a license to its proposal.
- Respondent has adequate financial resources to perform the contract or the ability to obtain them. Financial records for the past two (2) years must be included in the proposal submission, preferably audited.
- Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, architectural and engineering skills, operational controls, and other necessary technical skills or the ability to obtain them.
- Respondent has thoroughly reviewed the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56) on September 8, 2017, and the Budget Bill (Pub. L. 115-123), all pertinent Federal Register notices, and the USVI Action Plan and all amendments thereto.
- Respondent has knowledge of FEMA, HUD and other federal funding requirements, regulations, etc., to ensure projects remain fully eligible for federal funding.
- Respondent has established prior experience in successfully performing the scope of services requested.
- Respondent and its employees hold and maintain any and all federal and territorial licenses or certifications as required to perform the services requested.
- Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Respondent has adequate staffing to provide the required services throughout the entire contract term.

A Proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the program from selecting the firm or any person or entity associated or partnering with the firm. Such adverse findings may include, but are not limited to, the following:

- Negative findings from the U.S. Virgin Islands Office of the Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State or Territory.
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in another State or Territory.
- Pending litigation with the U.S. Virgin Islands or any other State or Territory.
- Suspension or debarment as ineligible of the System for Award Management (SAM).
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Federal, Territorial, State or Local or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale of tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal, Territorial, State, or locally sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent.
- Past or pending voluntary or involuntary bankruptcy proceedings.
- Conviction for fraud, bribery, or grand larceny by any Principal Respondent.
- Listing on the Federal or Territorial excluded parties' lists.

Additionally, the selected firm must have or hire individuals or firms with all the qualifications, knowledge, skills, and abilities for their assigned tasks and/or have a qualified plan to train staff as necessary with the requisite skills and proficiencies.

ODR desires that the firm's resources meet or exceed criteria listed in Part 2: Scope of Work and Part 4: Qualifications.

## **5.0 TERM OF ENGAGEMENT**

The duration of services to be performed by the selected Respondents is one (1) year, with two (2) one (1) year options at the discretion of ODR. In addition, the ODR reserves the right to modify and/or terminate the contract(s) and any task orders for cause or convenience in accordance with the terms of the contract(s).

The selected Respondents must be prepared to commence these services within fifteen (15) days of the issuance of a contract(s) and task order(s), at the direction of ODR Director.

## **6.0 PRICE AND PAYMENT**

Respondents must submit **Enclosure Document (F) Bid Sheet** with hourly rates for all staff as requested to complete the tasks as set forth in this RFP and other reimbursable costs regarding the project cost.

For purposes of this solicitation, the Respondent must estimate based on the assumption that personnel will work onsite, estimating a 40-hour work week; however, ODR reserves the right to amend and determine the final number of hours that should be worked, depending on each approved task order. The ODR shall determine the number of hours to be worked to comply with budgetary restraints.



All costs under the anticipated contract(s) will be paid pursuant only to approved task orders. Each task order will utilize the hourly rates proposed on **Enclosure Document F Bid Sheet** and will be subject to a not to exceed amount. Additionally, all contracts executed pursuant to this solicitation will also include a total not to exceed amount. Payments to the successful firm will be made 45 days after the submittal of a valid invoice based on services performed, which align to applicable work on executed Task Orders. The Respondent must submit documented timesheets in the required format to receive payment for all labor hours requested.

**The contract will be funded, in whole or in part, by federal funds.** Therefore, funding and payment of the contract will be subject to the requirements of the federal funding sources utilized by ODR. The prime Contractor is responsible for submitting all required documentation for payment to ODR. The contract requires compliance with federal terms and conditions for federal grants such as 2 CFR 200 (**Attachment 1**).

Please note, the information requested in the **Enclosure Document F Bid Sheet** may not necessarily reflect what the structure of the final contract will be.

## **7.0 USE OF SUBCONTRACTORS**

ODR may have a single or multiple, Prime Contractor(s) as the result of any contract negotiation, and that Prime Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter subcontractor arrangements. However, they shall acknowledge in their proposal total responsibility for the entire contract.

If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and ODR.

Unless provided for in the contract with ODR, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of ODR. The Prime Contractor shall be responsible for fulfillment of all terms of the contract, timing, and payments to subcontractors regardless of funding provided by ODR. **The prime Contractor must include Exhibit G Subcontractor Statement in their proposal, which affirms the following: “I have read and understand the RFP and final version of the proposal submitted by (Proposer).”**

## **8.0 ISSUING AND PROCURING OFFICE**

This RFP is being issued for the Virgin Islands Office of Disaster Recovery (ODR), a subsidiary division of the Virgin Islands Public Finance Authority, an independent instrumentality of the Government of the United States Virgin Islands by the Issuing office listed below. Please refer all inquiries to:

Virgin Islands Office of Disaster Recovery (ODR)  
Virgin Islands Public Finance Authority  
**ATTN: Adrienne L. Williams-Octalien, Director**  
14A & 14C Strand Street  
Frederiksted, St. Croix VI 00840

From the issue date of this RFP until a determination is made regarding the selection of a Respondent, **refer all contacts concerning this RFP to [procurements@usvipfa.com](mailto:procurements@usvipfa.com)** Any violation of this condition is cause for the ODR to reject a Respondent’s package. The ODR will NOT be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this RFP. The issuance of a written addendum by the ODR is the only official method by which interpretation, clarification or additional information can be given. If the ODR amends this RFP, they will email the addenda to all potential Respondents.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda or did not request the RFP directly from ODR. It is the responsibility of the potential Respondents to update all contact information and contact the ODR to ensure that they receive all addenda prior to the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

**9.0 REQUESTS FOR PROPOSALS SCHEDULE**

The following Schedule of Events represents ODR’s estimate of the timetable that will be followed in connection with this solicitation:

<b>EXPECTED RFP SCHEDULE OF EVENTS</b>	
RFP Posted	Tuesday, September 17, 2024
Mandatory Virtual Pre-bid Conference	Thursday, September 26, 2024 at 10:00 am AST
Mandatory Site Visit St. Thomas Warehouse	Tuesday, October 1, 2024 at 10:00 am AST
Mandatory Site Visit St. Croix Warehouse	Wednesday, October 2, 2024 at 10:00 am AST
Deadline to Submit Questions	Friday, October 4, 2024 by 4:00 pm AST
Responses to Questions	Tuesday, October 15, 2024
<b>Proposals Due</b>	<b>Thursday, October 24, 2024 by 4:00 pm AST</b>

Please note that the RFP timeline includes target dates and may change. ODR reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, ODR will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. If this RFP is amended, ODR will email the addenda to all potential Respondents.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda.

## **10.0 NUMBER OF AWARDS**

ODR reserves the right to award multiple contracts pursuant to this RFP. Awards can be made to one contractor or solely by district. Nothing in this paragraph shall be construed in derogation of ODR's right, in its sole discretion, to cancel this RFP.

## **11.0 MANDATORY PRE-BID CONFERENCE AND SITE VISITS**

The ODR will conduct a mandatory virtual pre-bid conference on Thursday, September 26, 2024, at 10:00 am Atlantic Standard Time ("AST").

Participants may join the meeting virtually via Microsoft Teams by clicking below or entering the Meeting ID and Passcode at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

### **[Join the meeting now](#)**

Meeting ID: 266 939 258 306

Passcode: oQVB2R

Mandatory site visits are also scheduled on Tuesday, October 1, 2024 (St. Thomas) and Wednesday, October 2, 2024 (St. Croix), as stated in Section 9.0 of this solicitation. Site visits will take place on site at the St. Thomas warehouse located at 2-2 Bovoni, Frenchman's Bay Quarter, St. Thomas, USVI 00802, and at the St. Croix warehouse at 73 Concordia Road, Frederiksted, USVI 00840. A CDBG-DR Construction Manager will meet all prospective Respondents at the each site. An attendance sheet will be provided, and all prospective Respondents must complete the attendance sheet to confirm attendance.

It is highly recommended that the prospective Respondent thoroughly review the RFP requirements before the pre-bid conference and site visits. All prospective Respondents are required to attend the pre-bid conference and site visits. The ODR asks that you submit your questions at the conclusion of each day's visit. The final deadline for questions is Friday, October 4, 2024 by 4:00 pm.

## **12.0 CONFLICT OF INTEREST**

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

A Respondent must also disclose any existing contractual work for the USVI Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by Respondent; identity any potential conflict of interest, and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this RFP.

### **13.0 MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE**

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to allow M/WBE firms to participate.

Respondents must document good faith efforts to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquated damages or other appropriate sanctions, including, without limitation, suspension of any future consideration with ODR and monetary payments based on the M/WBE goal shortfall.

### **14.0 PROTESTS**

Respondents wishing to file a bid protest shall utilize the Virgin Islands Public Finance Authority's Procurement Protest Procedures ("Procedure"). A copy of these Procedures may be obtained from the Procurement and Contracts Manager. All protests shall be submitted to the Authority's Director of Finance and Administration ("Contracting Officer.")

### **15.0 GENERAL FEDERAL GRANT REQUIREMENTS**

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars and required federal contract clauses pursuant to 2 CFR Part 200 Appendix II. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

### **16.0 STANDARD CLAUSES FOR CONTRACTS WITH ODR**

Because the ultimate contract will be between the Respondent and ODR, the contract shall be governed by certain standard ODR terms and conditions. Respondent shall certify that it will adhere to the terms and conditions set forth in the contract, and any subsequent changes deemed appropriate by ODR.

### **17.0 PROPOSAL FORMAT & CONTENT**

To be considered for award, the proposal shall meet the following requirements. Failure to meet the requirements as outlined will disqualify the Respondent.

#### **Proposals must include:**

##### **A. Cover Letter – Complete Enclosure Document A**

- The cover letter should be on the company's official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in their submittal.
- The letter should acknowledge the receipt of all addenda.
- It shall state if awarded the contract, that the firm will be solely responsible for all aspects of the engagement, including any portion that may be performed by its subcontractors, if any.
- It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.

- It should also state that the proposal will remain in effect for a period of 120 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- Confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- The Respondent must also disclose and identify, any existing contractual work for the USVI Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by Respondent; identify any potential conflict of interest, and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this RFP.

## **B. Executive Summary**

- A summary of the Respondent's qualifications.
- A brief statement of the Respondent's understanding of the scope of work to be performed.
- Ability to meet the overall requirements in the timeframes requested by ODR.
- Confirmation that the Respondent has any appropriate territorial business license(s) required for this proposal, or its intention to obtain such business license.
- Confirmation that the Respondent has not had a record of substandard work within the past five (5) years.
- Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- Confirmation that Respondent has adequate financial resources for performance or has the ability to obtain such resources as required during performance.
- Has a written agreement with any person or subcontractor listed in the proposed project staff or team.
- Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP.
- Provide a descriptive list of any and all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Respondent or any of its officers, directors, or management personnel were or are defendants or targets of investigation.
- Provide a descriptive list of any and all civil lawsuits in the past five (5) years in which the Respondent or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000.
- Pending Litigation Notifications - Respondents must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings:
  - The Respondent shall provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
  - The Respondent shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Respondent, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel

as to whether the pending investigation(s) will impair the Respondent's performance in a contract under this RFP.

- The Respondent shall provide a statement documenting all open, pending or resolved litigation initiated by Respondent or where Respondent is a defendant in a customer matter within the past ten (10) years.
- Any other information that the Respondent feels appropriate.

**C. Proposal** – Provide a synopsis of your approach to managing the outlined scope of work, proposed schedule for staff and overall management style for achieving the Scope of Work. Proposal content shall include:

- **Summary**
  - Provide a summary including a description of the Respondent's mission, and an explanation of the types of services the Respondent provides that relate to this RFP.
  - Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.
  - The name, address, telephone, and email of the Respondent should be included. The Respondent shall provide its office locations, number of full-time employees, date of incorporation, and number of years providing scope development services, for federally funded projects, in particular, noting years related to FEMA Public Assistance and Hazard Mitigation Grant Program, and other disaster recovery scope development services.
- **Experience and Qualifications**
  - Provide a summary of the types of services the Respondent offers that relate to this RFP.
  - Provide specific details on any previous experience with related disaster recovery services.
  - Proposals must demonstrate that the Respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
  - Respondents must have prior experience executing federally funded projects.
  - Respondents should provide detailed information about the experience and qualifications of its staff, who are considered key to the success of the Project.
  - Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
  - Provide at least three (3) examples of current or past experiences for the Respondent and for any partners or subcontractors. At a minimum, the past experiences must include the experiences related to the references provided on **Enclosure Document E Respondent's Qualification Statement Form**, including one of the three (3) experiences must be for the prime Contractor. Each experience should include the client's name, main point of contact, title, and a description of the services provided.
  - If the Respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.

- Organizational Chart
  - Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
  - In addition, for any staffing functions for which specific roles have not been provided in this RFP, the Respondent should submit a list, describe, and discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.
- Approach & Methodology
  - Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of ODR.
  - Explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined.
  - Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency and to avoid waste, fraud, and abuse.
  - Respondent should also demonstrate how it proposes to work with the program on any necessary modification of policies and procedures identified during the course of program implementation and administration.
  - Proposals should address a Respondent's anticipated approach and capability to coordinate with other providers performing services for the program (e.g. case management, outreach).
  - Proposals must demonstrate knowledge of U.S. Virgin Islands communities and their community-specific needs, including experience with concrete, and masonry structures similar to the standard housing structures in the Territory.
  - Describe the proposed mechanisms for delivering services, e.g., through new offices operated by the Contractor, through the facilities of subcontractor firms, or other means.
  - Describe the Respondent's strategy for ensuring collaborative, consistent, and productive communication with ODR -assigned QA/QC contractor and other Program contractors.
  - Describe the strategy for recruiting and hiring any subcontractors that are essential to the program's success but have not yet been identified. Additionally, describe how the Respondent will work with and assist in managing the selected subcontractors.
  - If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and ODR.
  - Describe the strategy for preventing fraud and abuse, and for complying with territorial and federal guidelines.

Unless provided for in the contract with the ODR, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the ODR.

- **Staffing Plan**
  - The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels from initial start-up and throughout the life of the program.
  - The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the Project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.
- a. **Management Plan and Quality Assurance / Quality Control**
  - The Respondent shall provide detailed information on its management plan for the services and its quality assurance/quality control procedures associated with the scope of work.
  - Outline procedures for ensuring compliance with all federal and territorial requirements, including but not limited to Public Assistance and Hazard Mitigation Grant Program eligibility requirements, hiring and contracting requirements, federal and territorial labor standards, and DBE compliance.

**D. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.

**E. Debarment Certification Form** – Complete **Enclosure Document C**.

**F. Contract Document Checklist Form** – Complete **Enclosure Document D** and submit your **current Business License**. For this section, Respondent must provide evidence that the company is licensed to provide the requested services. **The Business License must be relevant to the Scope of Work for this solicitation.**

**G. Respondent's Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFP and who would be willing to discuss your company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information should be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor.

**H. Firm Background/Credentials** – Provide the resumes of the key staff that will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.

**I. Bid Sheet** – Complete **Enclosure Document F**. All bid pricing must be valid until a contract is approved and executed, or the procurement is canceled, whichever occurs first. This includes an hourly rate and other expected reimbursable costs regarding the contract. The Respondent may also provide a comprehensive write-up regarding project cost. This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable based on the criteria of this solicitation.



**J. Subcontractor Statement Form** – All selected subcontractors must complete the **Enclosure Document G**.

**K. Organizational Conflicts of Interest Affidavit** – **Complete Enclosure Document H. The form must be notarized.**

Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents may be subject to a best and final offer process should the responses preclude comparability. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

### **18.0 DELIVERY OF BID PACKAGES**

All responses to this RFP are to be submitted as PDFs by email to **ODR\_EBIDS@usvipfa.com** no later than **the timeline established in the above schedule of events**. All electronic submissions must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email.

For Example, *ABC Company, Inc. – RFP 010-2022-STT/STJ/STX – June 13, 2022*. The first page of each electronic submission must also include the Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: "CONFIDENTIAL BID SUBMISSION." The email proposal package must be clearly marked. Please note that submissions must be 20 MB or less in size.

Failure to clearly mark the email proposal package may cause the ODR to inadvertently open the email proposal package before the official closing date and time. The ODR will log all received email proposal packages with the date and time of receipt. Email proposals received after the official deadline will be considered **LATE** and will **NOT** be opened nor considered.

**The ODR will not consider bid submissions by fax, submissions received after the deadline, or submissions sent to the wrong email address.**

### **18.1 Required Documents**

Respondents must submit the following documents with their proposal:

- A. Employer Identification Number (EIN)** - The successful Respondent must provide an official copy of their EIN.
  
- B. Unique Entity ID (UEI)** – Each respondent must submit a valid UEI that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>

The successful Respondent(s) shall have ten (10) days from the day the notice of selection is received to submit the following documents:

- C. Current USVI Business License** - The Respondent must provide evidence that the company is currently licensed as a General Contractor in the USVI.

**D. General Liability Insurance** – The successful respondent will be required to obtain, maintain, and provide in place General Liability Insurance in an amount no less than one million (\$1,000,000.00) Dollars for each occurrence. The insurance policy shall name the Public Finance Authority as the Certificate Holder and an “Additional Insured” via an endorsement as follows:

**The Public Finance Authority  
5033 Kongens Gade, Government Hill  
St. Thomas, US Virgin Islands 00802**

**E. Worker’s Compensation** - The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage.

**F. Corporate Documents** – The successful Respondent will be required to provide a copy of their Corporate Documents.

- **Provide a copy of Corporate Documents**
  - Corporation
    - Copy of Articles of Incorporation & By Laws
  - Limited Liability Company (LLC)
    - Copy of Articles of Organization
    - Copy of Operating Agreement
  - Sole Proprietor
    - Copy of Trade Name Certificate

**G. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The successful Respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence from their respective State or Territory. A copy of the receipt that demonstrates evidence of filing the company’s Annual Report from the current year will be acceptable as well.

Failure to provide the required documents within the stated time period may result in the proposals deemed non-responsive and may be immediately disqualified with no further consideration given for potential awarding of the contract.

## **19.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION**

Proposals submitted in response to RFPs may contain trade secrets and/or privileged or confidential commercial (processes and techniques) or financial information (cost breakdown, profit, and indirect cost rates) that the proposer (or his subcontractor) does not want to be used or disclosed for any purpose other than evaluation of the proposal. ODR assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. However, ODR reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor, or other VI Government agencies for the sole purpose of assisting ODR in its evaluation of the proposal. ODR shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Virgin Islands Public Records Act (3 V.I.C. § 881) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection, but only after contract award. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections of any confidential information must be claimed by the proposer at the time of submission of its Proposal. Proposers should refer to the Virgin Islands Public Records Act for further clarification. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “Confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

**“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the ODR shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the ODR’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”**

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from ODR. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.” Once it is determined that information is confidential or if a restraining order is issued, only the redacted copy is to be made available for public inspection.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, ODR will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the ODR harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the ODR to disclose the information. If the owner of the asserted data refuses to indemnify and hold the ODR harmless, it may disclose the information.

## **20.0 SELECTION PROCESS**

ODR at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this

RFP or have omitted material documents may be eliminated from consideration at the sole discretion of ODR. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

ODR reserves the right to award contracts based on initial proposals received without discussions; therefore, the Respondent’s initial proposal should contain its best technical qualities and price terms.

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

EVALUATION CRITERIA	Maximum Points
<b>1. Technical Evaluation</b>	
Responsiveness to RFP	10
1. Comprehensiveness of proposal package	
2. Completeness of proposal package	
3. Warehouse Management and Security Services Approach	30
Experience and Qualification (Firm Background/Credentials & Proposal)	25
1. Company Experience and history with similar entities	
2. Staff qualifications and subject knowledge	
3. Evidence of staff experience and skill	
References (Contractor’s Qualifications Statement Form)	10
1. References from at least three entities for similar projects or work	
<b>2. Cost Evaluation</b>	
Cost Effectiveness	25
1. Bid Sheet - Enclosure Document F	
<b>Total</b>	<b>100</b>

**21.0 ORAL INTERVIEWS**

Respondent may be required to participate in an oral interview. Oral interviews may be conducted digitally at the discretion of ODR. The oral interview will be a panel comprised of members of the selection committee. Respondent may only ask questions that are intended to clarify the questions that they are being asked to respond. Each Respondent’s time slot for oral interviews will be determined randomly. Respondents who are selected shall make every effort to attend. If representatives of the ODR experience difficulty on the part of any Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

**22.0 RIGHT TO REJECT BID PACKAGES**

ODR reserves the right to reject, without prejudice, any and all bids submitted in response to this solicitation. Further, Bids submitted in response to this solicitation become the property of ODR and ODR may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

### **23.0 CHANGES, ADDENDA, AND WITHDRAWAL**

ODR reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda will be sent to out directly to respondents.

### **24.0 WITHDRAWAL OF PROPOSAL**

A Respondent may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Respondent must be submitted to the RFP Coordinator identified in the RFP.

### **25.0 COST OF OFFER OR PREPARATION**

ODR shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the ODR.

### **26.0 CONTRACT AWARD AND EXECUTION**

ODR reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. ODR reserves the right to contract for all or a partial list of services offered in the proposals. ODR reserves the right to negotiate reduced payment terms with the awarded Respondents.

### **27.0 ORGANIZATIONAL CONFLICTS OF INTEREST**

The Offeror shall provide a statement with its offer that describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential conflicts of interest relating to services to be provided under this solicitation. The Offers shall also provide statements with its offer containing the same information for any consultants or subcontractors identified in its proposal that will be providing services under the solicitation.

Based on the information received from the Offeror and any other information solicited or obtained by the Authority during the procurement process, the Contracting Officer may determine that an organizational conflict of interest exists that would warrant disqualifying the Contractor for award of the Contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction. If the conflict of interest cannot be mitigated, the Contracting Officer shall determine if it is in the best interest of the Authority to remove the proposal from further consideration.

Nondisclosure or misrepresentation of an actual or potential organizational conflict of interest at the time of the offer or arising as a result of a modification to the Contract may result in termination of the Contract with no expense to the Authority.

## **28.0 FEDERAL GUIDELINES**

Funding for this request is provided by the U.S. Department of Housing & Urban Development (HUD) - Community Development Block Grant Disaster Recovery (“CDBG- DR”) Program through the Virgin Islands Housing Finance Authority (VIHFA). HUD funded procurements shall be governed by all HUD terms and conditions,

<https://files.hudexchange.info/resources/documents/CDBG-DR-Crosscutting-Federal-Requirements-Overview.pdf>

### **Enclosures**

- |                               |  |
|-------------------------------|--|
| • <b>Enclosure Document A</b> | <b>Proposal Cover Letter</b>                         |
| • <b>Enclosure Document B</b> | <b>Non-Collusive Affidavit</b>                       |
| • <b>Enclosure Document C</b> | <b>Debarment Certification Form</b>                  |
| • <b>Enclosure Document D</b> | <b>Contract Document Checklist Form</b>              |
| • <b>Enclosure Document E</b> | <b>Respondent’s Qualification Statement Form</b>     |
| • <b>Enclosure Document F</b> | <b>Bid Sheet</b>                                     |
| • <b>Enclosure Document G</b> | <b>Subcontractor Statement Form</b>                  |
| • <b>Enclosure Document H</b> | <b>Organizational Conflict of Interest Affidavit</b> |

### **Attachments**

- |                       |                                   |
|-----------------------|-----------------------------------|
| • <b>Attachment 1</b> | <b>2 CFR Part 200 Appendix II</b> |
|-----------------------|-----------------------------------|

# ENCLOSURE DOCUMENT A

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY *RFP COVER LETTER*

### RESPONDENT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax Identification #: \_\_\_\_\_

### RESPONDENT'S CONTACT PERSON

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

### SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____

### RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ENCLOSURE DOCUMENT B

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY *NON-COLLUSIVE AFFIDAVIT*

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or proposal cost, that such proposal/bid or proposal cost/bid cost is genuine and not collusive or sham; that said proponent has not colluded, conspired, connived or agreed directly or indirectly, with any proponent or person, to put in a sham proposal cost or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the proposal cost of the affinity or of any other proponent, or to fix any overhead, profit or cost element of said cost proposal, or of that of any other proponent, or to secure any advantage against the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and that all statements in said proposal or cost proposal are true.

\_\_\_\_\_  
(Name of Respondent, if the Respondent is a Corporation)

\_\_\_\_\_  
(Name of Respondent, if the Respondent is a Limited Liability Corporation)

\_\_\_\_\_  
(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of legal age, \_\_\_\_\_ and personally known to me.

(Trade or Corporation)

(SEAL)

\_\_\_\_\_  
Notary Public



# ENCLOSURE DOCUMENT C

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY *DEBARMENT CERTIFICATION FORM*

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### *Certification Regarding Debarment, Suspension and Ineligibility*

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- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or with any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The ODR may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

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Signature

Date

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of legal age, \_\_\_\_\_ and personally, known to me.

(Trade or Corporation)

(SEAL)

---

Notary Public

# ENCLOSURE DOCUMENT D

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY Contract Document Checklist

Name of Respondent: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: Office \_\_\_\_\_ Mobile \_\_\_\_\_

1.  Respondent Corporate Documents
  - Corporation**
    - Copy of Articles of Incorporation & By Laws
    - Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
  - LLC**
    - Copy of Articles of Organization
    - Copy of Operating Agreement
    - Certificate of Existence from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
  - Sole Proprietor**
    - Copy of Trade Name Certificate
2.  Current Business License Expiration date: \_\_\_/\_\_\_/20\_\_\_  
Type of business license: \_\_\_\_\_
3.  Employer Identification Number (EIN)/Social Security Number (SSN): \_\_\_\_\_
4.  DUNS # \_\_\_\_\_ SAMS # \_\_\_\_\_
5.  Insurance Binder Expiration date: \_\_\_/\_\_\_/20\_\_\_  
Type of Insurance:  General Liability  Automobile  Errors and Omissions
6.  Workers Compensation Insurance Expiration date: \_\_\_/\_\_\_/20\_\_\_

-----*For ODR use only*-----

1.  Proposed Scope of Work EBID# \_\_\_\_\_ RFP# \_\_\_\_\_ RFQ# \_\_\_\_\_ IFB# \_\_\_\_\_
2.  Bids  Proposals  Signed Evaluation Spreadsheet  Recommendation
3.  Request for approval from Legal Counsel and Executive Director.

Legal Counsel: \_\_\_\_\_  
Date approved: \_\_\_/\_\_\_/20\_\_\_  
Adrienne Williams-Octalien, Executive Director: \_\_\_\_\_  
Date approved: \_\_\_/\_\_\_/20\_\_\_  
Date submitted to BOD for Contract Approval: \_\_\_/\_\_\_/20\_\_\_  
Suggested # of Days in Contract \_\_\_\_\_  
Mobilization/Payment Terms: \_\_\_\_\_  
Outstanding Issues: \_\_\_\_\_

# ENCLOSURE DOCUMENT E

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

### *Respondent's Qualification Statement*

Name of License Holder: \_\_\_\_\_

Name of Company/DBA (if any): \_\_\_\_\_

Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership

Business Location (office): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website address (if any): \_\_\_\_\_

---

Do you have a current USVI Business License? Yes No

Number of Years licensed to conduct business in the USVI \_\_\_\_\_

Type of License(s) \_\_\_\_\_

Number of Scope Development Services completed in the last 5 Years \_\_\_\_\_, Average value of these Contracts  
\$ \_\_\_\_\_

Do you have plan to use Subcontractors? Yes No If yes, company \_\_\_\_\_

---

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? Yes No

If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.

Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? Yes No

If yes, explain on another sheet, the circumstances and outcome.

---

List three non-ODR references that can be contacted for their input concerning your abilities:

1) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_

2) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_

3) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

1) Client Name \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_

2) Client Name \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_

3) Client Name \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_

*(If you have more contracts, please list on separate sheet)*

---

Respondent shall certify that the above information is true and shall grant permission to the ODR to contact the above-named person or otherwise verify the information

# ENCLOSURE DOCUMENT F

## BASE BID SHEET

### SCOPE OF WORK DEVELOPMENT SERVICES

for the

### VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other costs as may be required to perform the scopes of work, subject to all the conditions as set forth in the project scope of work.

**Instructions:** The respondent should provide the unit cost per task calculating the Estimated Total in the chart below based on 12 months (1 year).

For the equipment listing, respondents should identify equipment they currently have on-hand or will acquire to be used for the management of the warehouse(s). For equipment on-hand, it shall be identified if the equipment is currently leased or owned. For equipment to be acquired, it shall be identified if the equipment will be leased or purchased. If additional space is needed, attach items on a separate sheet.

These costs are being provided for the purpose of evaluating bids and determining reasonable cost for these items. Depending on the structure of the winning bidder's response, not all costs may ultimately be included in the final contract.

Task #	# of Staff	Quantity	Unit Cost/Task
1	Warehouse Management System (WMS) a. Document Control b. Administrative Support	1	
2	Management Plans a. Operations b. Safety and Security c. Quality Assurance & Quality Control	1 each	
3	Receive and review of material requests, BOM	Up to 100 per month	
4	Picking, preparing and unloading of material requests	Up to 100 per month	
5	Prepare and transmit monthly inventory report, shall include: a. Routine count b. Material release c. Loss d. Other, including incidents, if any	12	
6	Monthly facility and equipment QA/QC	12	
7	Facility upkeep and equipment repairs	12	

8	Project material inventory close out report	1	
9	Security a. Armed Forces b. Unarmed Forces		
	<b>TOTAL</b>	<b>N/A</b>	

<b>Equipment Listing</b>				
<b>Equipment Name</b>	<b>Quantity</b>	<b>On-hand/To be Acquired</b>	<b>Owned/Leased</b>	<b>Monthly Rate</b>

**PLEASE PRINT OR TYPE NAME & THEN SIGN BELOW**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ENCLOSURE DOCUMENT G**  
**VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

**Subcontractor's Statement Form**

**I have read and understand the IFB and the final version of the proposal submitted by \_\_\_\_\_.**

*Print Name:* \_\_\_\_\_

*Subcontractor Company Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

# ENCLOSURE DOCUMENT H

## VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY ORGANIZATIONAL CONFLICTS OF INTEREST

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or proposal cost that;

no known organizational conflict of interest(s) exists that would warrant disqualification as described in Section 27.0: Organizational Conflict of Interest.

conflict of interest(s) exists, and a letter describing those facts is attached as described in Section 27.0: Organizational Conflict of Interest.

\_\_\_\_\_  
(Name of Respondent, if the Respondent is a Corporation)

\_\_\_\_\_  
(Name of Respondent, if the Respondent is a Limited Liability Corporation)

\_\_\_\_\_  
(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of

\_\_\_\_\_, 2024, by \_\_\_\_\_ of legal age,

\_\_\_\_\_ and personally

known to me. (Trade or Corporation)

# Attachment 1

## 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts

### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.