OFFICE RENOVATIONS FOR THE OFFICE OF THE TERRITORIAL PUBLIC DEFENDER KINGSHILL, ST. CROIX

PR-01-24
Request for Proposals



Office of the Territorial Public Defender ST. CROIX, U.S. VIRGIN ISLANDS

Prepared by EJS Project Management Group LLC August 2023

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1. INTRODUCTION

The Office of the Territorial Public Defender (OTPD) is a semi-autonomous agency of the judicial branch of the Government of the Virgin Islands. The Office of the Territorial Public Defender provides legal representation to indigent criminal defendants that appear before the Superior and Supreme Courts of the Virgin Islands.

As a result of Hurricanes Irma and Maria in 2017, the Office of the Territorial Public Defender sustained some damage to its office building. This Request for Proposal invites prospective bidders to bid on the renovation of the office space at 1-B Clifton Hill, Kingshill, St. Croix. The renovations will allow for a better working environment for the staff.

2. INSTRUCTIONS TO BIDDERS

2.1 Project Location

The project will take place at:

OFFICE OF THE TERRITORIAL
PUBLIC DEFENDER
1-B CLIFTON HILL
KINGSHILL, ST. CROIX U.S.V.I.

2.2 Pre-Bid Meeting

Each Bidder shall participate in the pre-bid meeting and conduct site inspections at their own cost to familiarize themselves with the project site, the work area, and to ask any questions before submitting a bid. After visiting the site of the project, each Bidder shall carefully examine the Request for Proposal (RFP) and design drawings. Any conflict that exists between the RFP document and project inspection shall be brought to the Owner for resolution. Each Bidder shall fully inform himself prior to the bidding of all existing conditions and limitations under which the project will be performed and shall include in his bid a sum to cover all costs of all items necessary to perform the work as set forth in the RFP document. No allowance will be made to any Bidder for claims arising from the existing condition, which could have been ascertained by an examination of the project site and the review of the project documents. The pre-bid meeting is mandatory for all potential bidders.

This project is federally funded, therefore both contractor and subcontractor(s) should give careful attention to the rules and regulations applicable to federally funded projects in the General Contract Requirements.

2.3 Communication

All correspondence shall be identified by Request for Proposal number and title (as seen on the cover page) and shall be addressed to the Owner's representative at the address below. Any questions arising from review of this document, or a site visit should be submitted electronically by the deadline indicated in the proposal invitation letter. Bids and Proposals shall be submitted electronically to ronald.moorehead@otpd.vi.gov. Electronic submission is limited to 25 MB file size. A cover letter must be included with your response and addressed to the following individual:

Ronald Moorehead, Fiscal Accountant
Office of the Territorial Public Defender
1-B Clifton Hill
St. Croix, USVI 00850

2.4 Proposal Submittal

All bids should be in strict accordance with the following and be emailed to Ronald.moorehead@otpd.vi.gov. A cover letter must be included with bid addressed to the individual identified above. A complete copy of all bid proposals must be submitted electronically in PDF format and transmission must be fully completed as outlined in this section.:

- 1. Introductory letter about the bidder:
 - a. Name, address, email, and telephone numbers
 - b. Type of service for which bidder is qualified
 - c. Acknowledgement of all addendum
 - d. Agreement that proposal will remain in effect for a period of 90 days from the submission deadline
- 2. Explanation of resources and outline in which work will be performed.
- 3. Any exceptions to the requirements stated in this Request for Proposal, especially to the General Contract Requirements, shall be listed and explained in the Contractor's proposal.
- 4. Agreement to the payment schedule.
- 5. Agreement to project timeline.
- 6. Required Documents:
 - a. Current VI Business License
 - b. Ouestionnaire
 - c. Current Certificate of Good Standing
 - d. Copy of Sam.gov registration and Data Universal Numbering System (DUNS) number

e. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or qualification (Limited Partners), if applicable

7. Sub-contractors

- a. Provide listing of subcontractors that shall be retained for this project including contact information
- b. Provide what percentage and scope of work the subcontractor will be performing.
- 8. The Bidder must submit with his proposal, a preliminary project schedule as defined in Section 4.18. This schedule shall, at a minimum, detail the basic planning steps:
 - i. Project phases
 - ii. The breakdown of phases into tasks
 - iii. Time estimates for each task
 - iv. Critical path of the schedule

The schedule will commence on the date the Notice-To-Proceed (NTP) from OTPD is issued and end with the acceptance of work issued by OTPD. This schedule will be utilized while evaluating bids.

- 9. No telegraphic bid or telegraphic modifications of bid will be considered.
- 10. No bids received after the time specified for receiving them will be considered.
- 11. Each bid shall adhere to the following conditions:
 - i. Addressed the bid to the Owner's Representative at the address given in this section.
 - ii. It is the responsibility of the Bidder to see that his bid is received on time.
- 12. The Bidder is required to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and equipment available for use in performing the work. The Bidder is required to provide résumés for the project manager, on-site supervisor, licensed plumber, and electrician who will be responsible for performing the work.
- 13. The contractor is encouraged to bid the work competitively, where time as well as cost will ensure award of the project. The contractor must be aware that if the job falls behind schedule, then they must make up the time by extended working hours, shifts or manpower to the satisfaction of the owner at no additional cost or Liquidated Damages will apply.

2.5 Bid Withdrawal

Any Bidder may withdraw his bid, by written request, at any time prior to the scheduled time for bid opening. No Bidder may withdraw his bid for a period of ninety- (90) days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period.

2.6 Bid Evaluation

Bids will be evaluated based on the following weighted criteria.

i.	Experience/Ability to Perform the Scope of Work	25%
11.	Compliance with Minimum Specifications	15%
III.	Method of Work/Adherence to Timeline	25%
iv.	Cost	35%

Owner has the right to modify or supplement these criteria at any time.

2.7 Owner's Right

Owner has a right to reject any or all bids and to waive informalities and irregularities in the bids and bidding.

3. GENERAL CONTRACT TERMS

3.1 GENERAL CONTRACT REQUIREMENTS:

The Office of the Territorial Public Defender General Contract Terms shall be applicable to all Contracts with the Bidder. The Bidder's response must expressly state those provisions of the Office of the Territorial Public Defender General Contract Terms with which the Bidder does not agree. The Office of the Territorial Public Defender reserves the right to reject any exceptions, or consider any exceptions taken to the General Terms and Conditions to be unresponsive and not subject to further consideration.

3.2 TAXES:

The Price proposed by Bidder shall be the total consideration, inclusive of taxes, if applicable. All taxes are the responsibility of the Bidder unless exempt by law. The Bidder is advised to contact the Office of the Territorial Public Defender, (340) 773-6312, for information on their tax obligations. Neither the Office of the Territorial Public Defender, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Bidder/Contractor's tax liability.

3.3 BUSINESS LICENSE:

Bidders must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. The Bidder is advised to contact the Department of Licensing and Consumer Affairs ("DLCA") at (340) 713-3522 for information on the requirements for obtaining a business license, information on whether their operation requires or does not require a business license, or to obtain a waiver of the business license requirement. Should the bidder wish to claim that the scope of the services being provided does not require it to obtain a business license, the bidder must present to OTPD documented evidence from DLCA that the Bidder is not required to obtain a business license.

Copies of all necessary and applicable license(s) or a copy of a business license waiver shall be obtained by the Bidder and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Bidder must supply OTPD with its taxpayer identification number. Failure by Bidder to present its license(s) prior to execution of the contract or within such other reasonable time as agreed to by the parties may be grounds for the OTPD to rescind the Contract.

At contract execution, any bidder that does not possess the following:

- a) a business license, or
- b) a waiver letter from DLCA that a business license is not required, or
- c) evidence, subject to verification, that an application for a business license has been submitted to DLCA for processing may, at the Office of the Territorial Public Defender sole discretion, have the contract award rescinded.

3.4 LIQUIDATED DAMAGES:

The Office of the Territorial Public Defender shall assess liquidated damages solely for delay in achieving contract completion. For each day that the project extends beyond the specified contract completion date, for any cause other than excusable causes as defined in the General Contract Terms, the Bidder and its sureties shall be liable to the Office of the Territorial Public Defender and shall be assessed a liquidated damage in the amount of \$1,200.00 per day subject to a maximum of liquidated damages not greater than 15 % of the total contract price.

3.5 INSURANCE:

The Bidder is required to obtain and maintain General Liability Insurance and Workmen's Compensation Insurance throughout the life of the project. General Liability Insurance coverage shall be obtained for not less than one million dollars. In addition, the Bidder shall submit proof of insurance coverage upon award of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract.

3.6 FEDERAL FUNDED PROJECTS

Α.

The Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from bidding on Federal Government Projects. The Office of the Territorial Public Defender will not enter into agreement or award a contract to any contractor that is currently suspended or has been debarred by the Federal Government. Before you can bid on federal funded projects, you need to obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. When bidding, Bidders must provide their Data Universal Numbering Systems Number (DUNS) at the time of submission of their bid or upon contract execution.

Where federal funds are used for payment of contract services, contractors that are serving an active suspension, or are currently debarred by the Federal Government from the federal procurement process will not, absent compliance reasons, be allowed to participate in the OTPD procurement process. Any proposal submitted by an excluded contractor shall not be eligible for consideration, nor shall a debarred or suspended contractor be allowed to serve as an individual surety. Further, the Territorial Public Defender's Office shall not, absent compelling reasons, award a contract to a contractor that subcontracts any portion of the OTPD's work to any firm, company, individual or corporation that is serving an active suspension or is currently debarred by the Federal Government. During the procurement process, the OTPD will check the System Award Management ("SAM"), a Federal Government owned and operated free website that consolidates the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS) to determine if contractors or any of its subcontractors have been debarred or suspended.

The OTPD reserves the right to waive a contractor or subcontractor's exclusion and enter into a contract with a debarred or suspended contractor, if the OTPD determines, in writing, that there is a compelling reason to do so. Compelling reasons exist when: (1) goods or services are available only from the excluded contractor; (2) an urgent need dictates dealing with the excluded contractor; (3) reasons related to the Territorial Emergency as declared by the Governor of the Virgin Islands requires dealing with the excluded contractor.

The OTPD will make semi-annual checks on SAM to verify that all contractors performing work on federally funded projects of the OTPD are in good standing and have not been suspended or debarred. All verification attempts shall be documented. If after contract award or during the performance of any contract, it is found that a contractor has been debarred or suspended, any active contract(s) of an excluded contractor will remain in effect unless such contract(s) is terminated for default or for convenience under separate provisions of the contract.

B.

In instances where Federal funds are utilized for the payment of the Scope of Work, the Contractor shall comply with the Davis Bacon and Related Acts (DBRA). These regulations can be found in

part from the Code of Federal Regulations (Title 29 CFR, parts 1, 3, 5, 6 and 7).

The Davis-Bacon Act requires that all contractors and subcontractors performing work on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Prevailing wages are computed by the Department of Labor (DOL) and are issued in the form of a Federal Wage Decision. This decision includes a Wage Rate Determination for each work classification listed by construction type, for each county where work is performed. Each contractor and subcontractor hired must sign a contract which includes the Federal Wage Decision listing and a Wage Determination for its employees by worker classification.

3.7 COMMUNICATION WITH TERRITORIAL NPUBLIC DEFENDER'S OFFICE EMPLOYEES / EVALUATION COMMITTEE MEMBERS

To preserve the integrity of the procurement process, and unless otherwise instructed, all communication, written or oral, regarding any RFP, IFB and/or solicitation of quotations, must be submitted through the OTPD's Representative. Any direct contact made by a Bidder with the Office of the Territorial Public Defender employees or the members of the OTPD's Evaluation Committee concerning the procurement in an attempt to influence the procurement, is prohibited and may be grounds for disqualification.

3.8 CONFIDENTIALITY

Bidders are advised that all materials, information, and documentation in any proposal submitted in connection with an RFP or an IFB may become a record of the Office of the Territorial Public Defender and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. "Confidential Information" includes all technical business, personnel, taxpayer, or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present, and future research, development, and business activities of the disclosing party and that has been identified as "confidential".

3.9 CONTRACT EXECUTION

The final contract sent to the Bidder for execution must be executed and returned to the OTPD within fourteen (14) business days of receipt. Failure by the Bidder to return the executed contract within the stated time may result in the contract award being rescinded. It is the responsibility of the Bidder to timely advise the Office of the Territorial Public Defender of any issues affecting

contract execution so that the parties may discuss additional time for execution.

3.10 NOTICE TO PROCEED

The Notice to Proceed contains the commencement date of the contract work. The Notice to Proceed form must be executed and a copy presented to the Office of the Territorial Public Defender representative prior to the final execution.

4. SPECIFIC PROVISIONS

This section includes guidelines and requirements that must be adhered to while performing the work.

4.1 Pre-Construction Conference

Upon award of the contract, the Owner will schedule a pre-construction conference. This conference should be attended by the Engineer, Resident Project Representative, the Contractor, and Subcontractors (if any). The purpose is to review the project scope, determine the project schedule, and discuss problems that may be encountered.

4.2 Codes and Standards

The project shall be performed in accordance with all the Federal and Local Codes and Standards that are deemed applicable to the project. The Codes and Standards utilized shall be the latest edition in effect 10 days prior to bid opening. The applicable section of the most current version of the codes, standards, and regulations listed in this Request for Proposal include, but not are necessarily limited to, standards promulgated by the following agencies and organizations:

DPNR: Department of Planning and Natural Resources

EPA: Environmental Protection Agency

NEC: National Electric Code
NEP: National Plumbing Code

NFPA: National Fire Protection Association

OSHA: Occupational Safety and Health Administration

IBC: International Building CodeUBC: Uniform Building CodeUFC: Uniform Fire Code

V.I.C.: Title 29 V.I.C.

Manufacturer's Specifications: All manufactured material, and/or equipment offered by the Bidder and its vendors shall be in accordance with the design criteria and shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's specifications and instructions, unless herein specified otherwise.

4.3 Quality in Absence of Detailed Specifications

Where the project requires that material or equipment be provided or that construction work be performed, and a detailed specification of such material, equipment or construction work is not set forth, the Contractor shall provide a submittal for the owner's approval. The material and equipment must be of the best grade in quality and workmanship obtainable in the market, from firms with established, good reputations, and shall follow standard practices in the performance or construction of work. Where not specified, the Contractor shall provide original manufacturer equipment or equal quality products. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment or work as a whole and in part.

4.4 Cooperation with Others

The Contractor will coordinate work with the Owner's representative during the project execution. Contractor shall cooperate with other Contractors on-site to complete the project in an orderly and timely manner. The project shall NOT interfere with the normal operation of the Office of the Territorial Public Defender. If at any time during the course of the project, any portion of the work cannot be carried out without disrupting work, the Contractor shall submit this phase of the work, in writing, to the Project Coordinator to assure proper coordination with personnel. Work may be coordinated after working hours and on weekends. This notice must be submitted two (2) days in advance for approval. The Project Coordinator will inform the Contractor when such work can be performed.

4.5 Subcontractors

The Bidder shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the rights to approve the subcontractors. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. The selected Bidder shall assume the responsibility to bind every subcontractor by the terms of the contract, and to the drawings and specifications applicable to his work.

4.6 Construction Facility and Contractor's Office

The Contractor will not be required to maintain his own field office and temporary storage building. Contractor will be responsible for all storage and have all storage facility/equipment/materials removed when the project is complete.

4.7 Unloading and Storing Material and Equipment

The Bidder shall be responsible for the storage, care, protection and security of all material and equipment furnished by him and his subcontractors during the unloading, after the unloading, and

throughout the entire construction period.

Limited ground space is available at the jobsite for the Contractor's general use.

4.8 Construction

Work shall be conducted by experienced and skilled personnel. The contractor must obtain a Supervisor who has a minimum of five (5) years of experience in construction. If in the opinion of the Owner, the Supervisor does not meet these requirements, he/she will be removed from site immediately and will be replaced by the contractor with someone that has the proper qualifications.

4.9 Construction Utilities

<u>Power:</u> The Contractor will be responsible for provision of all temporary electrical power necessary for equipment and work performance. In the case that electrical power is available at the job site, via standard wall receptacles, Contractor may make use of the existing provisions.

<u>Water:</u> The Contractor shall be responsible for provision of water for sanitary purposes, concrete mixtures, and for other purposes where needed. The Contractor will provide all temporary piping, meters, hoses, hose bibs, etc. needed to utilize any available water.

Air: The Contractor shall provide himself a portable compressor for their use where needed.

<u>Telephone</u>: The Contractor must furnish and maintain a telephone number of his field office and any other communication numbers where he or a responsible representative of his organization may be reached at any time while the work is in progress. The Contractor shall make all arrangements and pay all costs for telephones and other types of communication systems desired.

<u>Toilets:</u> Upon mobilization the Contractor shall provide and maintain portable chemical toilets for workers employed on the project. Toilets shall be serviced at least twice weekly. Servicing shall include draining the tank, refilling it, and disinfecting the interiors of each toilet unit. Each toilet unit shall be stocked with toilet paper. Toilet facilities shall be maintained during the term of construction period and be removed upon completion of the work. The toilets and their maintenance shall meet the requirements of the federal and local health regulation and ordinance. Any such facilities or maintenance methods failing to meet these requirements shall be corrected immediately.

4.10 Inclement Weather

Within ten (10) days of the date on the Notice to Proceed, the Contractor shall submit to the owner a plan, which outlines necessary measures the Contractor proposes to perform, at no additional cost to the Owner, in case of inclement weather. This includes the Hurricane Action Plan subject to a 72-hour breakdown prior to complete evacuation of the site.

The Contractor, including subcontractors, will take every practicable precaution to minimize danger to persons, to the work, and to adjacent property, and carefully protect the work and material against damage or injury to personnel due to weather. These precautions shall include closing all openings, removing, or securing all loose material, tools, or equipment from exposed locations, and removing or securing scaffolding and other temporary work.

4.11 Environmental Protection

Noise control: The Contractor shall provide adequate protection against excessive noise levels caused by the operation of construction equipment at all times.

<u>Dust control:</u> The Contractor shall provide adequate protection against raising excessive dust clouds caused by moving construction equipment, high winds, or any other causes.

Fire Protection: The Contractor shall provide adequate protection against fires during the "Hot Work" performed in this project.

4.12 Overall Protection

The Contractor shall provide for the necessary protections of existing facilities and the work area to prevent nuisance or damage to adjacent property, and vehicular traffic from abrasive debris, paint over spray, sandblasting, etc. and shall be solely responsible for any damage resulting there from.

4.13 Safety Data Sheets

The Contractor shall be responsible for supplying Safety Data Sheets (SDS) for all chemical material and non-chemical material, where applicable, that is brought on site. A copy of all SDS sheets shall be provided to the Office of the Territorial Public Defender's Project Coordinator prior to bringing the material on site.

4.14 Waste Material Disposal

The Contractor shall furnish all required permits, labor, equipment, materials, services, tools, and appurtenances required to complete the work of properly disposing of all waste materials throughout the construction operations and do so according to all local and federal laws and regulations. The Contractor is advised that the disposal of any waste material in unauthorized locations is strictly prohibited. Burning of material is strictly prohibited. Any violation of these restrictions by the Contractor or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies. The Contractor is likewise responsible for all testing and disposal resulting from any material that may be considered hazardous.

4.15 Sanitation

The Contractor shall enforce among his employees such regulations regarding cleanliness and the disposal of garbage and waste that shall be conducive to their health and prevent the inception and spread of contagious and infectious disease amongst them. The Contractor shall maintain necessary, sanitary conveniences for the use of the workers on the project, properly secluded from public observation. Such facilities shall be made available when the first set of employees arrives at the project site.

4.16 Safety

The Contractor shall be responsible for the safety and health conditions on the worksite. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other Contractors or subcontractors, members of the public, and employees, agents and representatives of the Owner, and regulatory agencies that may be on or about the worksite.

The Contractor shall provide and maintain all necessary safety equipment such as barriers, signs, lights, walkways, fire prevention and firefighting equipment. The Contractor shall take such other action as required to fulfil his obligation.

All personnel shall always wear appropriate PPE and safety equipment at the worksite. The Contractor will dress its personnel to comply with all OSHA standards pertaining to Construction Sites. The Owner's representative is authorized to halt the work if these requirements are not being met.

Contract personnel found consuming alcoholic beverage(s) or using illegal drugs on-site or during lunch breaks on or off-site will be escorted from the premises and barred from entering the jobsite, at no additional cost to the Owner.

The Contractor shall comply with all applicable federal and local laws, ordinances, rules, and lawful orders of authorities having jurisdiction for the safety of employees and protection of property.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

4.17 Security

The Contractor is responsible for maintaining proper security at the project site. All stored material and equipment must be secured against unauthorized use. Prior to mobilizing, the Contractor shall

submit a list of personnel who will be working on the project to OTPD's Project Coordinator.

4.18 Project Schedule

The proposed timeline to complete this project is 120 calendar days.

The bidder will submit with the bid package an estimated project schedule identifying key milestones and critical path. After contract award, the selected contractor is to provide an updated schedule. An updated schedule is to be provided with each progress payment request. During the installation/construction of the work, the Contractor must participate in weekly project update meetings with the Owner. Owner may require status reports to include pictures, as requested. The Contractor shall have his reports typed- written and any submitted reports shall have the Contractor's company letterhead or logo, address, and telephone numbers. The Owner will have the authority to change the chain of work events to suit the operations of the facility as not to lengthen job scope or contract terms.

4.19 Time and Equipment Rates

In the event that the Owner requires additional services over and above the contractual scope specified herein, bids should include applicable rates for labor and services.

4.20 Payment Schedule

Mobilization	10%
30% Complete	
•	, -
60% Complete	
90% Complete	25%
Demobilization/Satisfactory Completion	

4.21 Site Clean Up

The Contractor must provide trash receptacles for the disposal of all work-related trash. Upon completion of work, the Contractor shall remove from the site all rubbish and unusable material resulting from his work. The Contractor shall present a "like new" product free from trash and undesirable waste. Any demolished material removed from the site is to be properly disposed of, adhering to all governing Environmental and Waste Management regulations.

4.22 Acceptance of Work

Acceptance shall be made through Owner's assigned personnel. Specifically, the project acceptance will be based upon receipt of the final project report, satisfactory completion of punch list items, demobilization of contractor's equipment, and documentation related to installed

equipment.

4.23 Warranties

The bidder warrants for a period of one year to the Owner that material and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the contract documents. The Contractor warrants that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The bidder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.24 Workmanship

All work is to be accomplished in a skilful manner and with first class workmanship. All work shall be free of defects or faults.

5. SCOPE OF WORK

The scope of this contract shall consist of furnishing all permits, equipment, labor, and required materials, to successfully renovate the indicated structure according to the provided scope and design drawings and present to the Office of the Territorial Public Defender a safe, sanitary, and functioning facility. All work is to be done in a manner that is safe, environmentally sound, and within the laws that govern the US Virgin Islands.

This bid request is for the provision of services to include, but not limited to the scope of work described generally below and additionally in the Design Drawings. Renovation to the interior facilities includes replacement of office floors throughout, painting interior walls, four restroom renovations, and a kitchen/break room renovation.

All equipment and material to be installed is subject to the approval of the Owner.

5.1 General Conditions

- 5.1.1 The term "provide," in connection with any specified item, is intended to mean unless otherwise noted, that such items shall be furnished, installed, and connected as required.
- 5.1.2 Clean, touch up, patch, repair, and/or ensure structural soundness all existing walls, partitions, columns, doors, and perimeter windows within scope of work, as required to achieve "like new" appearance.
- 5.1.3 All permits, applications, licenses, etc., of the respective federal and local governmental agencies, required to construct and/or fit out space, are the sole responsibility of the contractor. Failure to comply with any necessary documentation is at the contractor's own risk. The Office of the Territorial Public Defender, is not responsible to provide, furnish, account, or be held responsible for, any and all documentation regarding working permits and licenses.

5.2 Specific Requirements

- 5.2.1 Work to be performed while operations are ongoing. Coordinated efforts will be made to accommodate work.
- 5.2.2 Work may be performed after working hours and on weekends to maximize efforts.
- 5.2.3 Contractor is responsible for the removal of office furniture to be placed temporarily in a location (in existing building) designated by the owner. Once work is complete, the furniture is to be reinstalled.

5.2.4 Library: Contractor is responsible for the relocation of bookshelves in order to complete work. An alternate location will be identified by the owner. Bookshelves are currently fastened to the wall.

5.3 Restrooms and Kitchen Renovations

- 5.3.1 Remove and dispose existing wall and floor tiles. Patch and repair any drywall/masonry wall damaged during the removal of wall tiles. Patch and repair floor damaged during the removal of floor tiles.
- 5.3.2 Remove and dispose existing cabinetry. Patch and repair drywall/masonry wall damaged during the removal of cabinetry.
- 5.3.3 Install wall and floor tiles as indicated on design drawings.
- 5.3.4 Install/replace all electrical fixtures to include outlets, light fixtures, and switches as indicated on design drawing. Ensure all electrical outlets and fixtures have adequate power.
- 5.3.3 Install/replace all plumbing fixtures to include toilets, wash basins, shower fixtures, kitchen sinks and all associated amenities. Ensure all plumbing is free of any leakage or clogs and is not below typical pressure.
- 5.3.5 Cut and cap existing plumbing behind drywall for existing urinal in public bathroom space. Urinal and plumbing fixtures in front of wall is to be removed and disposed of.

5.4 Floor and Floor Coverings

- 5.4.1 Existing Carpeting All existing carpeting are to be removed and replaced with provided floor tiles. Carpeting on staircase is also to be removed and replaced with provided floor tiles. All carpeting removed is to be removed from site and properly disposed of.
- 5.4.2 Existing Ceramic Tiles All office spaces with existing ceramic tiled surfaces shall be removed and properly disposed of. The flooring will be replaced with provided composite floor tiles.
- 5.4.3 Preparation The contractor to prepare floors, as required, to receive new finishes.
- 5.4.4 Floor Tiles All flooring indicated on design drawings shall be covered with provided floor substrate and composite floor tiles.

5.4.5 Baseboards – All existing baseboards are to be removed and replaced with provided baseboards.

5.5 Painting

- 5.5.1 Preparation The contractor to prepare walls, as required, to receive new finishes. Surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- 5.5.2 Wall Paint Interior walls must be finished with one coat of primer and two coats of durable latex paint suitable for the work and traffic areas. Semi-gloss latex paint to be applied to all walls. The specified paint color is Sherwin Williams SW-7566 Westhighland White. The contractor to provide touch up painting after office furniture is reinstalled in office spaces.
- 5.5.3 Baseboard Paint All installed baseboards are to be painted with one coat of primer and two coats of durable latex paint suitable for the work and traffic areas. Semi-gloss latex paint to be applied to all baseboards. The specified paint color is Sherwin Williams SW-9109 Natural Linen. The contractor to provide touch up painting where needed after office furniture is re-installed in office spaces.
- 5.5.4 Door and Door Frame Interior doors must be finished with one coat of durable latex paint suitable for the work and traffic areas. Semi-gloss latex paint to be applied to all doors. The paint color is to match existing door color. Paint color is to be approved by owner.

5.6 Reinstallation of Existing and Clean-up

- 5.6.1 Reinstallation of Existing Items All existing fire safety systems currently installed such as exit lights, evacuation routes, and exist signs shall be reinstalled. All existing office signs, wall art, and fixtures shall be reinstalled.
- 5.6.2 Drawings Drawings and Specifications attached will give the contractor an idea of owner's requirements and should be fully utilized in compiling a bid. The contractor should pay close attention to the owner's specific requirements noted in Section 5.2.
- 5.6.3 Clean-Up The contractor shall limit construction work area to designated zone and clean up after each workday to maintain a suitable working environment.

- 5.6.4 Final Clean-Up The contractor shall restore the area in such a manner that it is acceptable to the owner.
- 5.6.5 Remove all labels, excess putty, grease, paint, and other foreign substances and leave the work area in perfect condition.
- 5.6.6 Clean and polish all finished hardware.
- 5.6.7 Remove all spots, mortar crumbs, soil, and paint from all tile work.
- 5.6.8 Clean and polish all tile and other finished floors.
- 5.6.9 Clean property of all debris and dirt.
- 5.6.10 Remove all dust and dirt from walls, doors, and cabinet work, and restore all scratches or scuff marks to the original finish.
- 5.6.11 Ventilate the work area of any smells and odors, dust, and any airborne pollutants, associated with the work.

6. ADDITIONAL DOCUMENTATION

6.1 Attached Documents

The following documents are attached at the end of this Request for Proposal and are only to be used as a general reference.

- 1) Floor Plan General Layout [A1]
- 2) Restroom General Details [A2]
- 3) Restroom Plans and Elevations [A3]
- 4) General Notes and Kitchen Details [A4]

6.2 Addenda

If any addenda to this Request for Proposal is made, prior to bid closing date, all potential bidders will be notified simultaneously in writing and be given adequate time to adjust proposals accordingly. Addenda/addenda notification will be transmitted electronically via ronald.moorehead@otpd.vi.gov.

6.3 Questions

Bidders should submit all questions and concerns prior to the due date specified within the proposal invitation letter, so that they may be addressed prior to the bid closing date.

7. BID FORM

TO: OFFICE OF THE TERRITORIAL PUBLIC DEFENDER

BASE BID

Pursuant to and in compliance with the Request for Proposal relating to project of:

OFFICE RENOVATIONS FOR THE OFFICE OF THE TERRITORIAL PUBLIC DEFENDER

The undersigned, having carefully read, examined and become familiar with proposed project and the scope of work and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, hereby proposes and agrees to fully perform the work in accordance with the proposed contract documents, including furnishing any and all labor and material, and to do all of the work required to construct and complete said project in accordance with contract documents, for the following firm base price of:

	Dollars
\$	
EXCEPTIONS The contractor shall list and explain in his proposal any ethe Request for Proposal. All exceptions will be reviewed.	exceptions to the requirements stated in during the evaluation of the RFP's.

PR-01-24 Office Renovation Project

BID BREAKDOWN

	TOTAL COST(S)		69		↔ .	€		64	€9	69
BID BREAKDOWN	DESCRIPTION		General Conditions		Temporary relocate and reinstall office furniture	Temporary remove and reinstall bookshelves in Library #304		Renovate public restroom according to design drawings and specifications to include walls, bathroom fixtures, flooring, electrical, and plumbing retrofits.	Renovate office male/female restrooms according to design drawings and specifications to include walls, bathroom fixtures, flooring, electrical, and plumbing retrofite	Renovate executive office restroom according to design drawings and specifications to include walls, bathroom fixtures, flooring, electrical, and plumbing retrofits.
	UNIT COST (S)	EQUIREMENTS	69	QUIREMENTS	↔	₩.	ICHEN RENOVATIONS	€	€9	€9
	UNIT		I'S	TC REQ	TS	LS	ND KIT(LS	EA	ST
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PR-01-24 Office Renovation Project

TOTAL COST(S)			S											
DESCRIPTION	Renovate kitchen according to design drawings and specifications in include all cabinetry, appliances, walls, electrical, and plumbing retrofits.		Remove and dispose of existing	Remove and dispose of existing ceramic	المرقمان المرقمان	installation of composite tiles	Install one coat of primer and two coats	Install one coat of primer and two coats		Install one coat of finish on interior doors \$	Remove all construction debris and	reas to original standard or better	IOTAL \$	
UNIT COST (\$)	S	CA COVERINGS	6/3	69	69	NTING	69	69	69		€		IO	
UNIT			SQ.FT.	SQ.FT.	SO.FT.	5. WALL PAINTING	SQ.FT.	LF	SQ.FT.	6. CURAN	LS			
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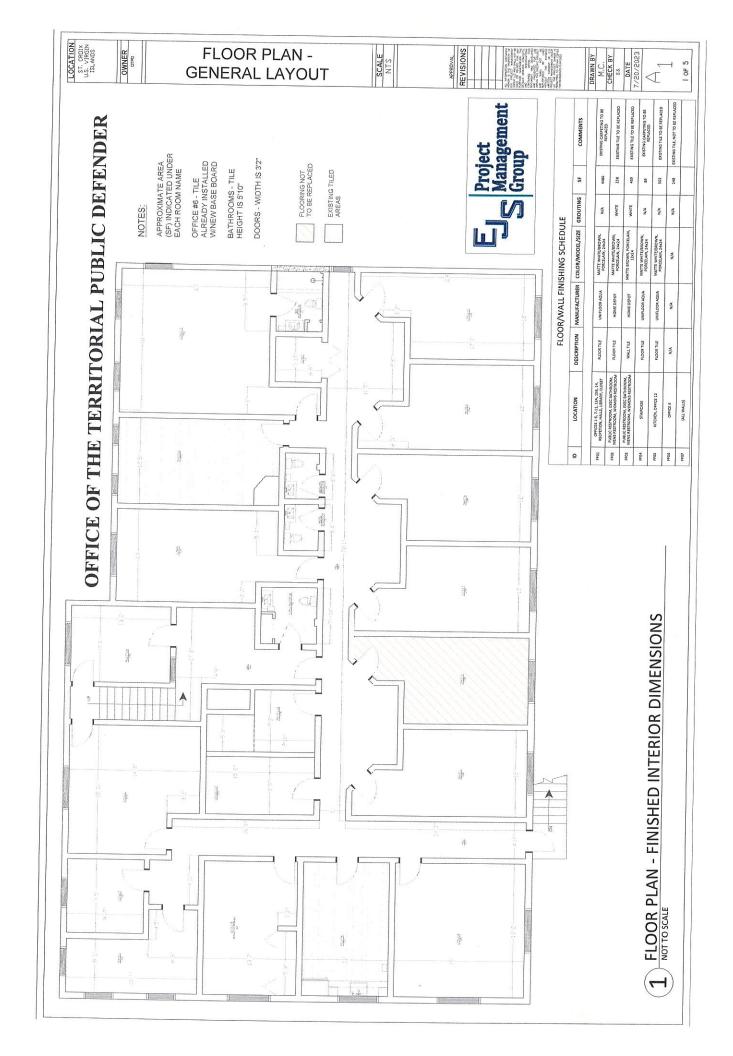
QUESTIONNAIRE

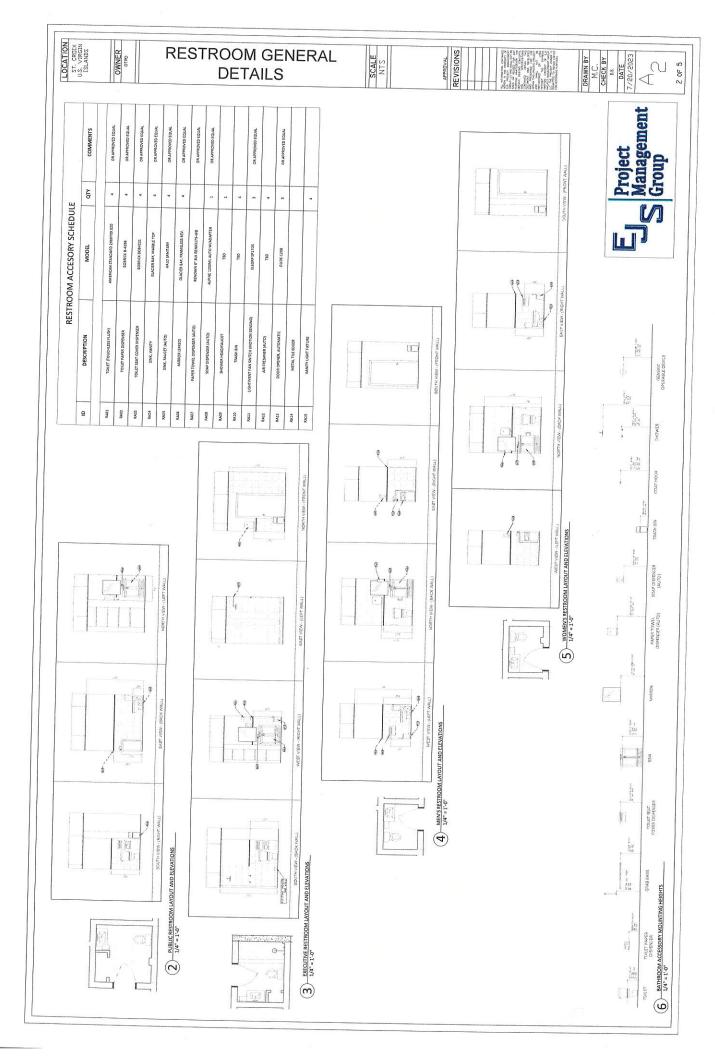
The undersigned guarantees the truth and accuracy of all statements and answers contained herein. (Include additional sheets if necessary)

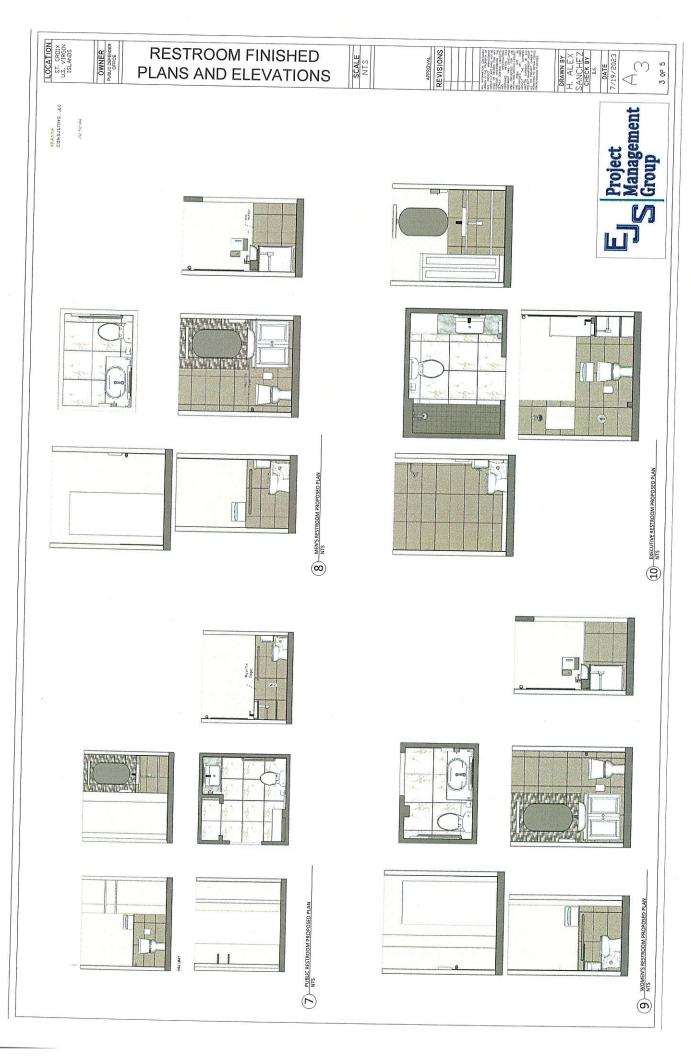
How long	g have you been in business as a General Contractor, Sub Contractor?
How man	y years of experience do you have in general construction?
	ever failed to complete work per contract specification or within the time limits of a section of the section o
Provide the	e following reference information regarding your most recent work(s): Name and address of owner:
	Name and telephone number of contact person:
	Work Scope:
	Start Date: Completion Date: Project Cost:
	Name and address of owner:
	Name and telephone number of contact person:
	Work Scope: Start Date:
	Completion Date: Project Cost:

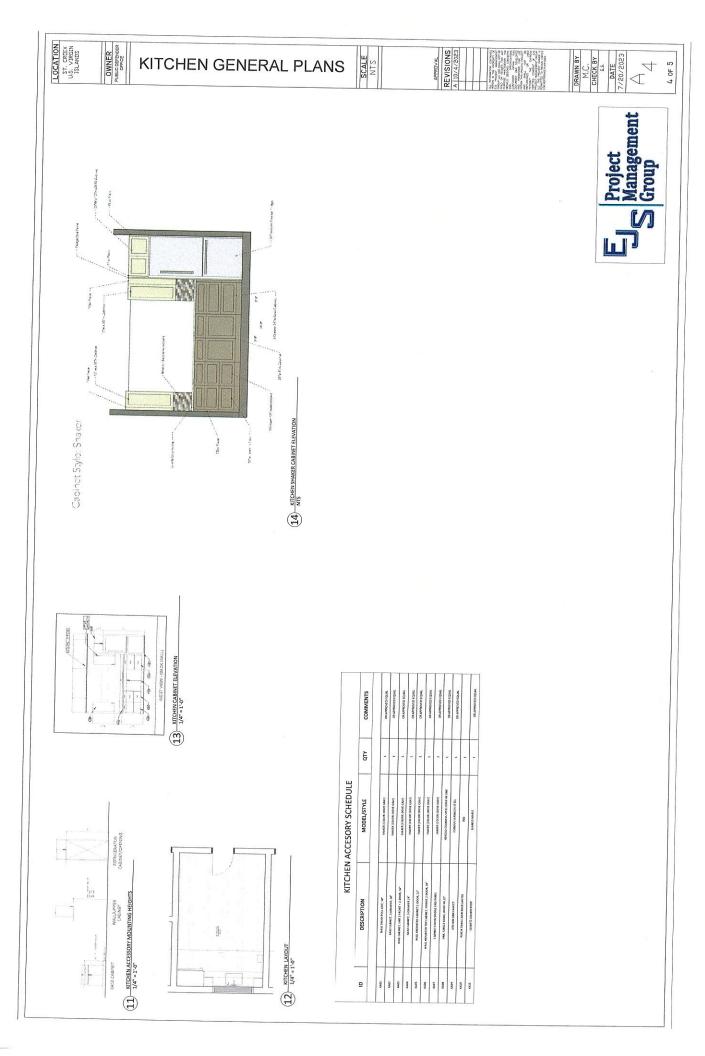
Have you personally inspected the site of t	he proposed wor	k? Describe any a	anticipated probl	lems with the site and your
proposed solutions.				
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s the business a: <u>Sole-Proprietorship</u> ,	Partnership,	Corporation,	Other:	? (circle one)
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	No			

Contractor Lice	nse in accordance with Virgin Islands Code:
SIGN HERE:	
	Signature(s) of Bidder
orrigor of Officels	er is a corporation, set forth the legal name of the corporation together with the signature of the sauthorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set the firm together with the signature(s) of the partner or partners authorized to sign contracts on nership.)
Business Address	:
Telephone Numbe	er:
Email:	
Date of Proposal:	
END OF BID FO	RM











SCALE 1/2"=1'0"

REVISIONS A 10/4/2023 APPROVAL

DRAWN BY M.C. CHECK BY ES.

--DATE 7/20/2023

5 OF 5

Project Management Group

FINISH SUBSTITUTIONS SHALL BE SIMILAR IN SPECIFICATIONS AND APPROVED ONLY BY THE PROJECT ENSINEER

5. FLOOR TRANSITIONS SHALL OCCUR AT CENTERLINE OF CLOSED DOOR, UNLESS OTHERWISE NOTED.

UPON COMPLETION OF CERAMICPORCELAIN TILES, CONTRACTOR SHALL CLEAN LLT ITE SUFFICES TO ACCORDING TO MANUFACTURES SPECIFICATION TO PRESENCE ALL DESCRIPTION TO SPALL BE SEALED AND CURED ACCORDING TO MANUFACTURER SPECIFICATIONS.

4. WHERE POSSIBLE, WHOLE TILES/PLANKS SHOULD BE CENTERED IN SOTH PRECIPIONS WHY SO THAT SO THAT CUT FLOOPING ON OPPOSITE SIDES EXCES OF THE FLOOP APPEAR SYMMETRICAL AND SIMILAR IN SIZE, TYPICAL.

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IF APPLICABLE, ALL GYPSUM BASE AT WET WALLS OF RESTROOM SHALL BE MOISTURE RESISTANT WITH 1/8" SKIM COAT PLASTER FINSH.

PLUMBING WORKS SHALL BE COMPLETED BY LICENSEI PLUMBERS AND CONFORM TO THE UNITORN ELUMBING CODES (LPC), 2021 OR LYTER, ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE INTENT AND REQUIREMENTS OF ALL LOCAL LAWS, CODES, AND REGULATIONS.

4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FINANCIAL STANDARD THE CONTRACTOR TO RECESSARY PERMEDIE FOR UNCOLA AND FEDERAL LIVIL AGE IN PLACE FOR COMPLETION OF WORK ALL ASSOCIATION REQUIRE INSPECTIONS SHALL BE SOFEDLE DATE AND CONDUCTED THE CONTRACTOR ON ALL PERMITS, WHERE APPLICABLE

ANY REQUIRED OUTAGES (ELECTRICAL, WATER, FIRE SYSTEMS, ETC) MUST BE SATISFACTORILY SCHEDLLED AND COORDINATED WITH THE OWNER, WELL IN ADVANCE OF REQUIRED WORKS.

D. WALL ASSEMBLIES

3. INTERIOR PAINTING SHALL INCLUDE ALL PREPARATORN WORK, ONE COAT PRINSH.
REFER TO FINISH SCHEDULES, UNLESS OTHERWISE NOTED, ALL MONTILED WALLS ARE TO BE PAINTED.

1. IN THE ASSENCE OF RECOMMENDED OR SPECIFIC METHOD OF INSTALLATION, CONTRACTOR SHALL INSTALL AF INISHES IN ACCORDANCE WITH MANUFACTURERS SPECIFICATION AND INSTRUCTIONS.

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PROTECTIVE MASAURES, WHEREBERS NECESSARY, TO
SUPPORT AND PROTECT NEW, EXISTING, AND
TEMPORARY STRUCTURES, SURFACES, EQUIPMENT, AND
SITE ENVIRONMENT FROM CONSTRUCTION ACTIVITIES,
DISTURBANCES, ELEMENTS, AND DAMAGE.

9. ANY MOUNTED EQUIPMENT SECRETION TO BE REMOVED TO OWNERWAND TO SECRETION TO BE REMOVED TO OWNERWAND THE PRESENTED SHALL PROPERLY BE PRESENTED SHALL PROPERLY LEGISLATED SHALL PROPERLY LEGISLATED TO THE PROPERLY LEGISLATED TO THE PROPERLY LEGISLATED TO OWNER THE PROPERLY LEGISLATED TO SHALL DEPONICO ON REMOVED ON REMOVED ON REMOVED TO SHALL PROPERLY DEPONICO OWNERS THE DEPONICO OWNER 8. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF ANY DAMAGE, MCKS, AND SCRATCHES TO NEW OR EXISTING ITEMS DUE TO CONSTRUCTION WORK, TYPICAL

3. ALL CONSTRUCTION AND INSTRULATIONS SHALL CONFORM TO THE ZOT INTERPRETATION CODES (BID.) VI CODE. AND SPECIFICATIONS REQUIRED MITHIN THE CODES CADESTRUCTION DECAMENTS WHERE CODES CAPILLY OF PRESENT MALTIPLE COPTIONS, MORE FALLOWER.

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B. SITE WORK & SAFETY

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2. ACCESS TO ALL EXITS, CORPIDORS, AND STAIRCASES SHALL REMAIN CLEAR AND FREE THROUGHOUT CONSTRUCTOR. FIRE EXTINICISEER AND SIGNLAR FACULTIES SHALL BRAIN CLEAR AND ACCESSIBLE OR TEMPORARY RELOCATED COMMENTATY AND CLEARLY VISIBLE AND CALRACT.

5. THE CONTRACTOR SHALL INSPECT AND VERRY SITE CONTRACTORS SHALL INSPECT AND VERRY SITE CONTRACTORS. AND ELECTRON BEFORE TRANSPORT OF AND INMEDIATELY NOTIFY THE PROJECT STREET OF ANY DESCRAPAGIES, SIMPLARY, LOLDRING NOT BE ACCURED TO COMMEDIATELY COULD NOT BE ACCUREDED THAN UNIT. REQUIREMENTS SHALL BENEFORS TO COMMEDIATE HEAD WITH REQUIREMENTS SHALL BE TRANSPORT OF THE PROJECT SHOUNDERS ATTENDED TO THE PROJECT SHOUNDERS ATTENDED.

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