

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

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DEPARTMENT OF PROPERTY AND PROCUREMENT

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INVITATION FOR BIDS

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Invitation No. IFB052DPWT21 (C)

Date: 8/12/2021

Pursuant to Title 31, Section 236(a) of the Virgin Islands Code, the Government of the Virgin Islands acting through its Department of Property and Procurement on behalf of the **Department of Public Works** will be accepting sealed bids for the above referenced IFB052DPWT21 (C). Bids must be received no later than **Tuesday, August 31, 2021 at 10:00 a.m.** at the Department of Property and Procurement, **8201 Subbase, Suite 4, St. Thomas, Virgin Islands 00802** or via email submission at ebids_proposals@dpp.vi.gov and publicly open on **Wednesday September 1, 2021 at 10:30 a.m.** Atlantic Standard Time. Bids received after due date and time will not be accepted and will be returned unopened to the sender.

A. DESCRIPTION OF WORK

Project Description: IFB052DPWT21 (C) Qualified contractors to furnish all labor, tools, equipment and supplies necessary for Estates Misgunst and Lerkenlund Road Repairs (Routes 37 & 40), St. Thomas, U.S. Virgin Islands.

Pre-Bid Conference will take place on **Thursday, August 19, 2021 at 10:00 a.m.** via Microsoft Teams. **Site visit information will be provided following the meeting.**

Microsoft Teams meeting
[Click here to join the meeting](#)

Request for Information: The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Assistant Commissioner of Procurement, Lisa M. Alejandro** at lisa.alejandro@dpp.vi.gov. Last day to request for written clarification will be on **Monday, August 23, 2021 at 12:00 Noon Atlantic Standard Time.**

Hard copies of this project can be obtained at the Department of Property and Procurement, **8201 Subbase, Suite 4, St. Thomas, Virgin Islands 00802** for a non-refundable fee of **\$100.00**.

The proposed liquidated damages which may be assessed for failure to complete the project on time will be included in the Contract for the Project using the schedule of rates in 31 VI R& Regs 242-87.

The proposed estimated time to complete this project is **180 calendar days**.

B. SUBMISSION OF BIDS

If you are interested in submitting a bid, all interested parties shall submit **one (1)** original and **four (4)** copy sets of bids, which are to be delivered to the Department of Property and Procurement no later than **Tuesday, August 31, 2021 at 10:00 a.m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Department of Property & Procurement
8201 Subbase, Suite 4
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE BID MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED BIDS-DO NOT OPEN IFB-052DPWT21 (C) (Name of Bidder) (Mailing Address of Bidder) (Telephone Number of Bidder) (Email Address of Bidder)
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Where bids are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of bids.

OR

All interested parties shall submit **one (1)** electronic copy of proposals, which are to be delivered to the Department of Property and Procurement no later than **Tuesday, August 31, 2021 at 10:00 a.m.** Atlantic Standard Time.

Electronic submissions which must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – IFB No (C)– August 31, 2021.

The First Page of each electronic submission must also include 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"**

Send	To	ebids_proposals@dpp.vi.gov
	Cc	
	Bcc	

Subject ABC Company, Inc.-RFP-033-T-2020 (P)- May 22, 2020

All electronic submissions must be received at ebids_proposals@dpp.vi.gov no later than the date and time listed in each advertisement. There will be no exceptions.

Open Bid
Microsoft Teams meeting
[Click here to join the meeting](#)

C. INFORMATION REGARDING BIDDING DOCUMENTS

The Commissioner of Property & Procurement reserves the right to reject any or all bids or award the contract to the **LOWEST RESPONSIVE and RESPONSIBLE** bidder. Past performance will be thoroughly checked prior to the awarding of any contract.

Bids must be prepared and submitted using the bid forms provided in this Invitation for Bids and must be typed or printed and then signed in ink. All bids must include all requested work items, conform to the Project Standards/Specifications and be responsive, accurate, and cost reasonable. **There are two (2) elements to eligibility for award: (a) responsiveness to the bid; and (b) responsibility of the bidder considering delivery terms, technical and financial resources, capacity, and service reputation.** All documents may be obtained from the Department of Property and Procurement's website at dpp.vi.gov or **8201 Subbase, Suite 4, St. Thomas, Virgin Islands 00802.**

Bidding Documents include the Public Notice, this Invitation to Bid, including the Bid Sheet, Instruction to Bidders, Contractor's Qualification and Financial Statement, Non-

Collusion Affidavit Form, the Contract, Notice to Bidders Check Sheet, Bid, Performance and Payment Bonds, General Provisions, Special Provision, Supplemental Specifications, Plan and Specifications. All documents may be obtained from the Department of Property and Procurement.

Each bidder must complete the following forms in accordance with the instructions on each form and submit the completed forms with each bid. The following forms which is hereby made part of this Invitation and incorporated herein as fully and effectively as set forth in details below:

1. Completed Bid Sheet
2. Contractors Qualification Statement Form P&P-COS-13-73
3. Condensed Current Financial Statement Form DPP-FS-64-75
4. Non-Collusion Affidavit Form DPP-NCA-52-75
5. Bid Bond Form
 - a. Bid Guarantee as provided for in Form P&P-ITB-CC-16-73 in the amount of Five Percent (5%) of the Contract Price
 - b. For locally funded projects only - Bid Guarantee for Preferred Bidders will be a specified in 31 V.I.C. 236a) if Preferred Bidders Act applies. If Preferred Act does not apply, failure to provide a five (5%) percent bond will render the bid unresponsive. It is the Bidder's responsibility to determine if the Act Applies.
 - c. The Bid Guarantee for bidders not claiming or having the status of a preferred bidder will be Five (5%) per cent of the bid price. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check, or Irrevocable Letter of Credit.

Preferred Bidder Status (Can only be used in locally funded projects):

Any bidder claiming eligibility as a "preferred bidder" under the provision of the Preferred Bidder's Act (31 VIC 236a) must request that his name be added to a preferred bidder's list to be maintained by the Commissioner of Property and procurement.

If a bidder has not previously filed a notarized Certificate with the Commissioner of Property and Procurement, copies thereof may be obtained from the Department of Property and Procurement's website dpp.vi.gov.

Certificate must be fully completed, notarized and filed in the Division of Procurement before the day and hour set for bid opening.

Corporate Documents:

The following documents listed a. through e. are required to be submitted with your bid package to meet the responsiveness of the bid package. Failure to submit the required documents may be grounds for bid packages to be deemed non-responsive.

- a. Current Virgin Islands Business License for services being advertised. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands;
- b. Current Virgin Islands trade name registration certificate, if applicable;
- c. Certificate of Virgin Islands Good Standing dated July 1, 2021 year] or later
- d. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (Limited Partnerships), if applicable; and
- e. Proof of Current Sam.Gov Registration.

No Bidder will be allowed to withdraw his bid within a period of thirty (30) calendar days following the date set for the opening thereof.

D. POST AWARD REQUIREMENTS:

The successful bidder will be required to meet the following insurance and bonding requirements for execution of the Contract with the Government.

1. Insurance Requirements

The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

- a. **Certificate of Government Insurance** (Workmen's Compensation):
 - i. A Certificate of Insurance reflecting the required coverage by Virgin Islands law.
- b. **Comprehensive General Liability Insurance:**
 - ii. Comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
 1. Each occurrence- \$1,000,000.00
 2. Damaged to rented premises-\$50,000.00
 3. Medical Expenses- \$5,000.00
 4. Personal & Adv Injury-\$1,000,000.00
 5. General Aggregate-\$2,000,000.00
 6. Products-Completed Ops. Aggregate- \$2,000,000.00
 - iii. General Aggregate shall apply on a policy basis.
 - iv. Contractor shall provide a Certificate of Insurance reflecting required coverage.
 - v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

- c. **Commercial Automobile Liability (when applicable):**
- vi. Contractor shall carry automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:
 - 1. Combined Single Limit - \$1,000,000.00
 - vii. Contractor shall provide a Certificate of Insurance reflecting required coverage.

2. BONDS:

A Performance Bond and Payment each are required as follows:

Performance Bond: 100% of the Contract Price
Payment Bond: 100% of the Contract Price

3. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a bid in response to this IFB, the bidder agrees to accept the boilerplate terms and conditions of the Government's standard Construction Contract, a copy of which is attached to this IFB, if the bidder is selected for award.

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACT)

1. Explanation to Bidders. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the Invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. Conditions Affecting the Work. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. Bidder's Qualifications. Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon

execution of such further contractual documents and bonds as may be required by the bid as accepted.

If the successful bidder, upon acceptance of his bid by the Government within the period specified therein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. Preparation of Bids. (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

(b) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any items on which no price is submitted.

(c) Unless called for, alternate bids will not be considered.

(d) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.

6. Submission of Bids. Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.

7. Late Bids and Modifications or Withdrawals.

(a) Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered unless: (1) They are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmarked) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (3) if submitted by mail (or by telegram if authorized), it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation: Provided, That timely receipt at such installation is established upon examination of an appropriate date of time stamp (if any) of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Bidders using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

(c) The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown on the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which

establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown on the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

8. Withdrawal of Bid. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

9. Public Opening of Bids. Bids will be publicly opened at the time set for opening in the Invitation for Bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

10. Award of Contract. (a) Award of contract will be made to that responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the Government, price and other factors considered.

(b) The Government may, when in its interest, reject any or all bids or waive any informality in bids received.

(c) The Government may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the bidder includes in his bid a restrictive limitation.

11. Contract and Bonds. The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the Government and, if required, furnish performance and payment bonds on Government standard forms in the amounts indicated in the Invitation for Bids or the specifications.

ADDITIONAL INSTRUCTIONS

1. INSTRUCTION TO BIDDERS

1. General Information

This request is not to be construed as creating any contractual relationship between the Government of the Virgin Islands (GVI) and any other party. The GVI reserves the right to negotiate final contract terms with any and all firms after the bids have been received. Upon award of the contract, the Commissioner of Property and Procurement will provide a project inspector who will function as the Owner's representative and project manager. The incurred preparation expenses of this offer shall be borne solely by the bidder.

2. Insurance Requirements

The following insurance requirements must be met within ten (10) working days after notice to proceed and documentation of coverage shall be provided to the GVI:

- a. **CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE**
(Submit a hard copy of current certificate.)
- b. **GENERAL PUBLIC LIABILITY:**
 1. The Contractor shall obtain, pay for, and keep in force the following insurance, effective in all localities where the Contractor may perform any work hereunder, with such carrier or carriers as shall be acceptable to the GVI. Prior to starting work hereunder, the Contractor shall deliver to the GVI certificates of insurance evidencing that such insurance is in effect and providing that the insurer will give the GVI at least 10 days written notice of any material change in or cancellation of such insurance. The copies of certificates shall be delivered to the Department of Property and Procurement.
 2. Contractor's Insurance: Workmen's Compensation, including coverage for occupational diseases or equivalent required by law in any event covering all of the Contractor's employees who may be engaged directly or indirectly in any work hereunder. Certificates indicating coverage for a limited time only shall not be in compliance herewith.
 3. Employer's liability (including coverage for occupational diseases), \$500,000 minimum for the injury or death of any one employee in any one accident; \$1,000,000 for the injury or death of more than one employee in anyone accident.

4. Comprehensive General Public Liability (including assumed by contract): Bodily injury, \$1,000,000 minimum for the injury or death of any one person in an occurrence; for the injury or death of more than one person in anyone occurrence.
5. Property damage: \$500,000 minimum per occurrence; \$1,000,000 minimum in the aggregate. The property damage coverage shall include explosion, collapse, undermining, and damage to underground utilities.
6. Comprehensive Automobile Liability: Covering owned, hired, and other non-owned vehicles of the Contractor.
7. Bodily Injury: \$500,000 minimum for the injury or death of any one person in anyone occurrence; \$1,000,000 minimum for the injury or death of more than one person in anyone occurrence.

c. ADDITIONAL INSURANCE REQUIREMENTS:

1. All policies must provide for no less than 30 days written notice of cancellation or material change.
2. The GVI must be names as “Additional Insured” on all general liability and umbrella policies.
3. If any policy or insurance or any term or condition thereof shall not be satisfactory to the GVI, the Contractor shall make all reasonable efforts to secure insurance satisfactory to the GVI.
4. Nothing herein shall be construed to authorize the Contractor to secure policies of insurance not specified above, covering risks against which the GVI has insurance.
5. The Contractor shall give prompt notice to the GVI of all personal injuries and all losses of or damage to property arising out of work under this contract for which a claim might be made against the GVI and shall promptly report to the GVI all such claims of which the Contractor has notice, whether relating to matters insured or uninsured.
6. No settlement or payment of any claims for loss, injury, or damage, other matter as to which the GVI may be charged with obligation make any payment or reimbursement shall be made by the Contractor without the written approval of the GVI.

7. The General Contractor shall indemnify and save harmless the GVI and the Project Manager for and against all suits, claims, or liability on account of any injuries to persons or damage to property arising out of the negligent acts of the contractor and/or failure to comply with the terms and conditions of said Contract, whether by himself, his employees, and subcontractors, but only in respect to such injuries damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract.

3. Site Examination

- a. Bidders are required to carefully examine the site, all drawings, contract documents, Bidding Requirements, Contract Forms and Technical Specifications prior to submitting their bid.
- b. The Bidder shall be aware of the nature, location and general conditions of the work site. The Bidder has gained full knowledge of the working conditions and other facilities which will have bearing on the performance of Bidder's work. Any failure by the Bidder to acquaint himself with all the available information does not relieve the Bidder from any responsibility for properly performing the work.

4. Submission Logistics

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

SEALED BID - DO NOT OPEN

Bid No.
(Name of Bidder)
(Mailing Address of Bidder)
(Telephone number of Bidder)
(Fax number of Bidder)
(Date of bid opening)
(Time of bid opening)

5. Conflict of Interest

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

The GVI reserves the right to accept or reject any and all bids or to waive any informalities in the bid process or have the work performed by other means.

II. GENERAL TERMS AND CONDITIONS APPLICABLE AFTER AWARD OF CONTRACT

1. Payroll Documents

- a. The Contractor and subcontractor shall comply with all rulings and interpretations of the **Davis-Bacon Act** (40 USC 276a-5) and related Acts contained in 29 CFR, Parts 1, 3, and 5.

2. Safety

- a. The Contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virgin Islands Occupational Safety and Health Act (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the OSHA standards. In addition, the contractor must also provide the GVI with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the GVI is assured that the contractor has an adequate safety program in effect.

3. Subcontractors and Suppliers

- a. No portion of the work shall be subcontracted without prior written consent of the GVI. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the GVI the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. A list of names of the subcontractors or other person or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work is to be submitted to the GVI within ten (10) days of notification of selection for the award of contract.
- c. The contractor will be responsible to the GVI for all aspects of the work and may not subcontract under any circumstances more than forty-nine percent (49%) thereof.

4. Uniform Building Code

- a. All work done will be in compliance with the current **Uniform Building Code** and all other applicable Virgin Islands code.

5. Compliance with Copeland Act Requirements

- a. The Contractor and subcontractor shall comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, part 3).

6. Equal Employment Opportunity

- a. The Contractor and subcontractor shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended Executive Order 113754, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

7. Contract Work Hours and Safety Standards Act

- a. The Contractor and subcontractor shall comply with regulations and standards of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).

8. Clean Air and Water Act (applicable to contracts in excess of \$100,000.00)

- a. The Contractor and subcontractor shall comply with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 USC 7401, et Seq., the Federal Water Pollution Control Act) as amended ("Water Act"), 33 USC 1251, et. Seq., and Executive Order 11738.

9. Examination and Retention of Contractor Records

- a. The Owner or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts and transcripts.

10. Confidential Material

- a. Any material submitted by the Bidder that is considered as confidential in nature must be clearly marked as such. In addition, Bidders must agree that all records and data associated with the GVI are to be considered proprietary and confidential.

GENERAL INFORMATION FOR BIDDERS ON GOVERNMENT CONSTRUCTION PROJECTS

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Authority:

Title 31, Section 236 of the Virgin Islands Code, expressly confers upon the Commissioner of Property and Procurement the power to contract for and on behalf of the Government of the Virgin Islands. This authority has been delegated to a limited extent, in accordance with 31 VIC 250 (a), to certain officials of the Department of Property and Procurement.

It is the bidder's responsibility to learn the limitations of an agent's authority. Since the Government does not exist as a person, its function must of necessity be carried out by agents, and it can . . . as a rule of thumb . . . be held liable **only** if these agents are authorized to act . . . and if they act . . . within the limitations of their authority. Hence, always be sure that the person with whom you are dealing has the authority to act.

Invitation to Bids:

Public Projects are generally performed following public notices and advertisement; competitive bidding, and awarding of a contract therefor. Bidding documents including plans and specifications, together with specific and detailed instructions, are generally purchasable for a fee and may often be obtained at the Main Offices of the Department of Property and Procurement.

In order for a proposal to receive consideration it must conform to the advertisement and specifications and be clear and positive so that the Commissioner may determine therefrom exactly what the bidder proposes to do and the price therefor. Before filing a proposal, a bidder should read Form No. DPP-ITB-CC-16-73 (Instructions to Bidders—Construction Contracts) and all supplementary instructions. You are urged to familiarize yourself with Form No. DPP-GP-15-73 (General Provisions, Construction Contract.)

Purpose of Competition

The underlying purpose for requiring competitive bidding is to promote and encourage competition and to guard against favoritism, improvidence, extravagance, fraud and corruption. Of equal importance is the desire to secure the best work at a cost considered most advantageous to the Government, quality offered, delivery terms and service reputation taken into consideration.

Competitive bidding is for the benefit of taxpayers **and not for the benefit or enrichment of bidders** and the statute will be so administered in order to accomplish this purpose fairly and reasonably with the sole reference to the public interest.

Upon previously satisfying certain prerequisites all parties claiming the ability to perform the advertised contract will be allowed to compete freely without any unreasonable restrictions. Every element which enters into the competitive scheme will be applied and required equally for all and will not be left to the volition of any individual aspirant.

Opening and Recording of Bids:

At the hour and date previously set the bids will be "publicly opened" and full disclosure thereof made and recorded. Bids are generally . . . but not statutorily required to be . . . read

aloud. Thus, the reading will be confined to pertinent information such as the name of the bidder (whether or not he is a preferred bidder), address, period allowed for acceptance, discount for prompt payment, price, and time of delivery.

Any bidder or his authorized representative, the general public, the press and any others having a legitimate interest will be permitted to inspect and copy the original record of the bids. None of the records will be allowed to pass out of the hand of the official charged with conducting the bid opening.

Acceptance or Rejecting of Proposals

Bids may be rejected on the basis of an administrative determination that rejection is in the best interest of the Government. This power will be exercised with a great deal of caution, prudence and good faith and under clear and unmistakable guidelines heretofore established.

Award under a formal advertisement will be made to the bidder offering the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. There are three (3) elements to eligibility for award: (a) responsiveness to the bid; (b) responsibility of the bidder and (c) price, "quality offered, delivery terms and service reputation."

Definition of Elements:

- (a) Responsiveness to the bid specifications:
Bid must meet all requirements specified therein. Bid must not contain any restrictions or qualifications beyond those stipulated in the Invitation.
- (b) Responsibility of the Bidder:
Bidder must have the facilities technical capability and financial resources to complete contract in accordance with the terms of the Invitation.
- (c) Price reasonableness, "quality offered, delivery terms and service reputation."
All costs must be included. Your bid is your formal offer to supply the require items at the price you indicate and on the terms we specify. Don't promise deliveries cannot fulfill. Past performance will be thoroughly checked prior to the awarding of any contract.

A bid generally will be considered "responsive" if it constitutes a definite, final and unqualified offer to meet the **material** terms of the invitation. A material term is that which could affect price, quality, quantity or delivery **or** is clearly required by the terms of the invitation to bid and non-compliance therewith is regarded as fatal to the bid for reasons of policy.

Minor informalities will be ignored. A minor informality is a non-conformity which is merely a matter of form or is some non-essential variation. Refer to our Purchasing Manual of Procedures for detailed information.

The Contract

After the bids have been fully evaluated and a determination made there follows the actual acceptance by the Government and notification to the successful bidder. Thereafter a written contract is executed by the parties.

The written contract will generally embody and include by reference the Advertisement, Proposal, Contract Bonds, General Provisions, Special Provisions and Plans and Specifications.

Notice to Proceed and all Work Orders will then follow.

If the successful bidder, after being notified of the award and tender of the written contract, fails to execute same within the period set the Government may annul same and in such case the bid deposit will be forfeited and become the property of the Government.

Operation and Administration of Contract

The contractor is wholly responsible for the timely and satisfactory performance of the contract. He should either have adequate working capital or have a reasonably sound arrangement for obtaining such capital. Sufficient working capital is the contractor's problem and lack of such capital **will not** constitute an excusable cause for delay. Additionally, the contractor must have the proper staff and necessary equipment to perform the contract.

Strict Compliance

The Government is ordinarily entitled to get the construction features it has specified. It is not within the province of the contractor to substitute his judgment by determining that something different is suitable. Government officials who are not technically authorized to issue either formal or constructive Change Orders do not generally hesitate to do so. Fortunately, there is a good, practical and legal solution to this problem. Immediately consult with the Commissioner **or his duly authorized representative**.

An inspector is not generally authorized to make a contract change. Only the Contracting Officer—the Commissioner of the Department of Property and Procurement.

Changes and Differing Site Conditions

These provisions are without doubt the most significant features of a Government Contract. By these provisions the Government can unilaterally change the contract and hold the contractor to performance as changed.

You are therefore urged to read and re-read Section 3 and 4 of the General Provisions of your Contract.

The Differing Site Conditions Clause —Section 4 of the General Provisions—is new. It provides a clear course of action which if followed by the contractor could remove one element of gambling.

Disputes and Remedies

Section 6 of the General Provisions provides a workable machinery for the asserting and settling of **bona fide** controversies which may arise under the contract. The clause provides the oil which lubricates the entire machinery of Government Contracts.

The very structure of a Government Contract places the burden on the Contractor.

After receipt of a Change Order—or a constructive change order—you are legally required by the contract to proceed with the work as changed, and to fight out the question of compensation later through the Disputes Clause, no matter how long that may take or how difficult it may be. If you fail to perform the changed work, you may be terminated for default, unless, of course the work is impossible to perform.

In order to recover for the cost of financing the Changed Work you should assert your claim as promptly as possible. A prompt assertion of claim will protect you if done within the

specified time period.

Remember always an assertion of-claim must be filed personally with the contracting officer or his authorized representative. No magic language is necessary to assert a claim. A simple notice of intent may as a rule of thumb be sufficient. Oral notice of claims should always be supplemented in writing.

The disputes clause is included in the contract purposefully and is intended, absent fraud or bad faith, to provide a quick and efficient administrative remedy and to avoid vexatious and expensive litigations.

Termination for Default—Damages for Delay—Time Extensions

In Government Contracts, time is of the essence. If a contractor refuses or fails to: (i) make progress; (ii) perform, or (iii) complete the project within the time specified, he has in essence breached the contract. This gives the Government the right to cancel—that is terminate—the contract.

Subparagraphs (b) and (c) of Section 5 of this Clause set forth the damages to which the Government is entitled if the default termination is valid and upheld. In addition to excess costs, the Government may also recover **administrative costs** and other **direct** damages. These kinds of damages are not covered by subparagraph (b). They may only be recovered as "other remedies" under subparagraph (g).

"Excusable Delay" is permitted under subparagraph (d). The excuses granted in this clause are generally **far more liberal** than those generally accorded to delinquent contractors in commercial contracts.

The provisions under subparagraph (e) have been included **to prevent** the contractor from obtaining **breach of contract damages** in the event the termination for default was improper for any reason whatsoever.

Subparagraph (g) is a "catchall" provision. Most often, this clause is used to recoup damages other than "excess costs" provided for in subparagraphs (b) and (c).

General

Government contract imposes upon its contractors responsibilities with respect to subcontractors. These require suitable surveillance of subcontractors to insure proper performance.

The official spokesman of the Government of the Virgin Islands, with authority under Government Contracts, is the Commissioner of Property and Procurement and/or his duly authorized representative. Neither his superiors nor his subordinates speak with that authority. He carries a special warrant to perform that function.

The Contracting Officer (The Commissioner of the Department of Property and Procurement) will deal with the contractor on behalf of the Government in accordance with the express term of the contract and the law. He will not waive vested rights of the Government. He will include in the contract those clauses required by law or the Rules and Regulations and administer them in accordance with law.

In all matters where his discretion is to be exercised he will not function alone. He will obtain the consent to his decision of all interested advisors and counselors.

NOTICE TO BIDDER (Construction Contract)

IMPORTANT — PLEASE READ CAREFULLY

To insure the submission of complete bids and to avoid omissions that could result in your bid being non-responsive, please check each of the following:

1. Have you rechecked your estimate? Are all items and amounts included?
2. Is bid amount entered in the proper space provided on the Bid Form (Construction Contract)?
3. Have you completed all Alternates, Separated Prices and Unit Prices (if any) on Bid Form?
4. Have you acknowledged receipt of all amendments (if any) issued to the specifications?
5. Do your listed subcontractors meet all applicable qualifications requirements?
6. Does your bid guarantee conform to the requirements of Invitation for Bids and Instructions to Bidders?
7. Have you read the clause "Termination for Default - Damages for Delay - Time Extensions," General Provisions (Construction Contract), on delays and damages?

Submission and acceptance of your bid commits you to complete your contract within the time specified. The contract may provide for assessment of liquidated damages for each day's delay beyond the contract time, for which a time extension is not granted.

8. Have you familiarized yourself with the applicable contracting provisions covering Utilization of Small Business Concerns and the Small Business Subcontracting Program.

CAUTION—LATE BIDS—Instructions to Bidders, clause entitled "Late Bids and Modifications of Withdrawals" which provides that late bids and modifications of withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which a **POSTMARKED RECEIPT** has been obtained.

SPECIAL ATTENTION BIDDERS

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR

ADDRESS

DATE

TEL. NUMBER

CELL. NUMBER

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

(a) As a General Construction

(b) As a Sub-Contractor.....

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

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

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

Contract Amount	Class of Work	Completed	Location	Name of Owner

4. Have you ever failed to complete any work awarded to you?
If so where and why?
.....
.....
5. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? If so, state name of individual, other organization and reason therefore
.....
.....
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?
If so, state name of individual, name of Owner and reason therefore
.....
.....
7. In what other lines of business are you financially interested?
.....
.....
.....

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity

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

.....

10. Explain your plan or lay out for performing the proposed work.

.....

.....

.....

.....

.....

.....

.....

.....

.....

11. The work, if awarded to you, will have the personal supervision of whom?

.....
.....

12. Do you intend to do the transportation on the proposed work with your own equipment?

.....
.....

13. If you intend to sublet the transportation or perform it through an agent, state estimated amount of sub-contract or agent's contract, and , if known, the name and address of sub-contract or agent, amount and type of his equipment and financial responsibility.

.....
.....
.....

14. Do you intend to do grading and foundation work with your own forces?

If so, give type of equipment to be used.

.....
.....
.....

15. If you intend to sublet the grading and foundation work or perform it through sub-contract, give the name and address of sub-contractor, if known of his equipment and financial responsibility.

.....
.....
.....

16. Do you intend to sublet any other portion of the work?

If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility.

.....
.....

.....
17. From which sub-contractors do you expect to require a bond?

.....
.....

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

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

Give Condensed Current Financial Statement

Condition at Close of Business —	Date		Dollars	Cents
ASSETS				
1. Cash (a) on hand \$	(b) In Bank \$			
	(c) Elsewhere \$			
	(d) Total Cash \$			
2. Notes receivable (a) Due within 90 days	(b) Due after days			
	(c) Past due			
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment				
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate				
(a) Amount receivable after deducting retainage				
(b) Retainage to date due to upon commencement of Contracts				
5. Accounts receivable from source other than commencement of Contracts.....				
6. Deposits for bids or other guarantees:				
(a) Recoverable within days.....				
(b) Recoverable after days				
7. Interest accrued on loan, securities, etc.				
8. Real estate (a) Used for business purposes				
(b) Not used for business purposes				
9. Stocks and Bonds (a) Listed – present market value				
(b) Unlisted – present value				
10. Materials in stock not included in Item 4				
(a) For uncompleted controls (present value)				
(b) Other materials (present value)				
11. Equipment, book value				
12. Furniture and fixtures, book value				
13. Other assets				
TOTAL ASSETS				
LIABILITIES				
1. Notes payable (a) To banks regular				
(b) To bank for certified checks				
(c) To others for equipment obligations				
(d) To others exclusive of equipment obligations				
2. Accounts payable (a) Not past due				
(b) Past due				
3. Real Estate encumbrances				
4. Other Liabilities				
5. Reserves				
6. Capital stock paid up (a) Common				
(b) Common				
(c) Preferred				
(d) Preferred				
7. Surplus (net worth) Earned \$.....				
Unearned \$.....				
TOTAL LIABILITIES				

GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.

CONTINGENT LIABILITIES			
1. Liability on notes receivable, discounted or sold			
2. Liability on accounts receivable, pledged, assigned or sold			
3. Liability s bondman			
4. Liability as guarantor on contracts or on accounts of others			
5. Other contingent liabilities			
TOTAL CONTINGENT LIABILITIES			

include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted contracts, including retainage.

This is to certify that the information herein reported is to the best of our knowledge true and accurate.

.....
Name of Company

.....
Print Name

.....
Signature

.....
Telephone Number / Cell Phone Number

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of

..... the bidder that has submitted that attached bid;

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

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

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

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

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."