

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES  
DEPARTMENT OF PROPERTY AND PROCUREMENT  
PROCUREMENT DIVISION

INVITATION BID & AWARD SUPPLY CONTRACT	CONTRACT NO.	PAGE NO.	NO. OF PAGES
	ORDER NO.	1	
ISSUED BY Department of Property & Procurement	ADDRESS 8201 Sub Base, 3rd Floor St. Thomas, Virgin Islands 00802		

INVITATION FOR BIDS

DATE ISSUED **May 9, 2016** INVITATION NO. **IFB037VINGT16 (S)**

Sealed bids in **quintuplicate (5 Sets)**, subject to (1) The Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference will be received at the above office until **11:00 o'clock AM**, Atlantic Standard Time, not later than (date) **Tuesday, June 14, 2016** at that time publicly opened for furnishing the supplies or services for delivery f.o.b. ST. THOMAS, VI

General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO. OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Ultra Violet System Maintenance of VING Facilities at the SFC Leonard B. Francis Armory on St. Thomas				

BID

DATE OF BID

IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN \_\_\_\_\_ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:

\_\_\_\_\_ PERCENT, 20 CALENDAR DAYS; \_\_\_\_\_ PERCENT, 30 CALENDAR DAYS

BIDDER REPRESENTS (Check appropriate boxes)

(1) THAT HE IS \_\_\_\_\_, IS NOT \_\_\_\_\_, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL \_\_\_\_\_, WILL NOT \_\_\_\_\_, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.

(2) THAT HE IS A REGULAR DEALER IN \_\_\_\_\_, MANUFACTURER OF \_\_\_\_\_, THE SUPPLIES BID UPON.

(3) (A) THAT HE HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.

(4) HE OPERATES AS AN INDIVIDUAL \_\_\_\_\_, PARTNERSHIP \_\_\_\_\_, CORPORATION \_\_\_\_\_, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS  
(5) PREFERRED BIDDER: \_\_\_\_\_ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR \_\_\_\_\_ WAS BORN IN THE VIRGIN ISLANDS; \_\_\_\_\_ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR \_\_\_\_\_ WHO WERE BORN IN THE VIRGIN ISLANDS; \_\_\_\_\_ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR \_\_\_\_\_ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code)  
(Type or Print)

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID



TYPE OR PRINT SIGNER'S NAME & TITLE

AWARD

DATE OF AWARD

ACCEPTED AS TO ITEMS NUMBERED

AMOUNT

GOVERNMENT OF THE VIRGIN ISLANDS

SUBMIT INVOICE FOR PAYMENT TO:

Virgin Islands National Guard  
4031 La Grande Princesse LOT 1B  
Christiansted, Virgin Islands 00820

BY \_\_\_\_\_

Contracting Officer

**CONTINUATION SHEET**  
(Supply Contract)

Contract, Order, or Invitation No.  
(As Applicable)

Page No.

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ITEM NO.	SUPPLIES OR SERVICES	Amount
	<p><b>Virgin Islands National Guard</b> Estate Nazareth Military Compound St. Thomas, Virgin Islands</p> <p><b>Trash/ Solid Waste Collection and Disposal</b></p> <p>1 <b>Location:</b></p> <p>A. SFC Leonardo B. Francis Armory at 6304 Estate Nazareth</p> <p>2 Prospective Bidders <b>must</b> inspect sites prior to submitting bids</p> <p>3 Work will be perform <b>Monday through Friday</b> between the hours of 8 a.m. through 5 p.m., except on Federal holidays.</p> <p><b><u>SCOPE OF WORK</u></b></p> <p>SEE ATTACHED</p> <p>Contact Lieutenant Colonel Carolyn Y. Lanclos at Virgin Islands National Guard at (340) 712-7721 to schedule a site visit.</p>	<p>\$ _____</p> <p><b>Per Month</b></p>
<b>Name of Bidder:</b>		

**CONTINUATION SHEET**  
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ITEM NO.

SUPPLIES OR SERVICES

Amount

## NOTICE TO BIDDERS

ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE **PHYSICAL LOCATION** OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MAILING ADDRESS ONLY WILL NOT SUFFICE.

BIDDERS MUST INSERT THEIR E.I.N.-EMPLOYER'S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY'S NAME AND ADDRESS IS REQUIRED.

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL: **MANDATORY**

- A. CURRENT VALID BUSINESS LICENSE
- B. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE
- C. CERTIFICATE OF GOOD STANDING
- D. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY
- E. ARTICLES OF INCORPORATION, IF APPLICABLE

"IT SHALL BE THE BIDDERS' RESPONSIBILITY TO DELIVER HIS BID TO THE DESIGNATED LOCATION PRIOR TO THE BID TIME SPECIFIED ON PAGE 1 OF THIS BID."

**Name of Bidder:**

**CONTRACT PERIOD:** The period of any contract entered into under this Invitation for Bid shall be for a period of **One (1)** year and may be extended for additional optional 12- months period.

**OPTION TO RENEW:** The service of this contract may be extended for an additional term subject to the availability of funds.

IFB037VINGT16 (S)

Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104, Rev. 3-18-08	<b>CONTINUATION SHEET</b> (Supply Contract)	Contract, Order, or Invitation No. (As Applicable)  <b>IFB037VINGT16 (S)</b>	Page No.
<b>ITEM NO.</b>	<b>SUPPLIES OR SERVICES</b>	<b>Amount</b>	

**SUPPLEMENTARY PROVISIONS:** The application of all materials will be in such a manner so as not to cause harm to humans, foodstuff or equipment within the building and/or property.

The Contractor shall maintain on his own, workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00, the cost of which shall be borne by the Contractor and maintained fully during the term of the Contract.

A copy of the Insurance listed herein shall be filed with the Department of Property & Procurement, 8201 Sub Base, 3rd Floor, St. Thomas, U. S. Virgin Islands 00802.

The Contractor shall be liable for loss or damages to property or persons, however, in no case shall such negligence be presumed or inferred.

The Contractor agrees not to refuse to hire or employ or to bar or discharge from employment any individual because of race, religion, color, or ancestry.

The Contractor hereby agrees to pay the existing minimum wages, Federal and/or Local taxes as may be applicable.

**PROMPT PAYMENT DISCOUNT:** Prompt payment discounts shall NOT be considered in the evaluation bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on Page 1 of the Bid Form is hereby deleted.

**EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

**PREFERRED BIDDERS:** In addition to placing a check (✓) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership or Corporation name be added to a Preferred Bidders' List to be maintained by the Commissioner of Property & Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property & Procurement, Division of Procurement, Building #1, Third Floor Sub base, St. Thomas, U. S. Virgin Islands, or 3274 Estate Richmond, Christiansted, St. Croix, U.S. Virgin Islands, notarized, and submitted to the Division of Procurement not later than the date and hour of bid opening as specified on Page 1 of this bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V. I. C. § 236 a, will not be considered eligible as Preferred Bidders for this Invitation for Bids.

**Name of Bidder:**

Pursuant to Act No. 3072, approved July 29, 1971, amending Section 245 of Chapter 23, Title 31 of the Virgin Islands Code, each person who submits a bid in relation to any purchase in excess of \$1,000.00, under this Chapter, will disclose the Name and Address of each individual having a beneficial interest of more than five (5%) per Centum in the bidding enterprise, and if the bidder is a Corporation, the Names and Addresses of all its Officers and Directors.

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>

Standard Form 86  
November 1949 Edition  
General Services Administration  
Fed. Proc. Reg. (41 CFR) 1-16.107  
36-104, Rev. 3-18-08

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ITEM NO.

SUPPLIES OR SERVICES

Amount

Name of Bidder:

IFB037VINGT16 (S)



**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

## TERMINATION OF CONTRACTS

— 0 —

### CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
  - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B)

the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.

- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
  - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid



the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
- (ii) the total of —
  - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
  - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
  - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.