

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. IFB011DOET17 (C)

Date: December 20, 2016

Pursuant to Laws of the Government of the Virgin Islands sealed bids in Quintuplicate (1 original and 4 copies) for the work described herein will be received on Friday, January 20, 2017 at 10:00 a.m. at the Department of Property & Procurement and publicly open thereafter.

Description of Work and Project Number: IFB011DOET17 (C) Roof Repair & Resurfacing, Ceiling Tile and A/C Roof Top Unit Replacement at Bertha C. Boschulte Middle School.

Mandatory Pre-Bid Conference: Wednesday, December 28, 2016 at 10:00 o'clock a.m., at the Department of Property and Procurement Conference Room. **A site visit will take place immediately after the meeting.**

Last day for requests for written clarification will be **Monday, January 9, 2017 @ 4:00 p.m.**

Cost Per Set: \$100.00 NON REFUNDABLE

Liquidated Damage: \$150.00 / calendar day

Completion Time of Work: 90 calendar days

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Non-Collusion Affidavit, Instruction to Bidders, Contractor's Qualification Statement, the Contract, Performance, Bid 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 bid **must** be accompanied by a Bid Guarantee as provided for in Form No. P&P-ITB-CC-16-73 (Instruction to Bidders) which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. Bid Guarantee for Preferred Bidders will be as specified in 31 V.I.C. 236a (Act No. 2995 approved April 16, 1971) if Preferred Bidder's Act applies.

If the Preferred Bidder's Act does not apply, failure to provide a Five (5%) percent bond will render the bid nonresponsive. It is the Bidder's responsibility to determine if the Act applies.

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.

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

Preferred Bidder:

Any bidder claiming eligibility as a "preferred bidder" under the provision of the Preferred Bidder's Act (31 VIC 236a – Act No. 2995, approved April 16, 1971) 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, Division of Procurement, Building No. 1, Subbase, Third Floor, St. Thomas, Virgin Islands and/or from 3274 Estate Richmond, Christiansted, St. Croix, Virgin Islands.

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

Contractor's Qualification Statement

Each bidder must submit with his bid an executed copy of Contractor's Qualification Statement which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail.

BONDS:

A Bid Bond, Performance Bond and Payment each are required as follows:

Bid Bond:	5% of the Contract
Performance Bond:	100% of the Contract
Payment Bond:	100% of the Contract

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> ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ 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>		
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	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 B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	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."

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

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..... 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

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR

ADDRESS

DATE

TEL. NUMBER

CEL. 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 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?
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.....
.....

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.

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

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11. The work, if awarded to you, will have the personal supervision of whom?
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12. Do you intend to do the transportation on the proposed work with your own equipment?
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-
13. If you intend to sublet the transportation or perform it through an agent, stat 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.
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14. Do you intend to do grading and foundation work with your own forces?
- If so, give type of equipment to be used.
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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.
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16. Do you intend to sublet any other portion of the work?

17. 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.

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

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

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