

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
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E-BID 006-2025-STX

GENERAL CONSTRUCTION SERVICES FOR NMR, LLC ESTATE RICHMOND EXTERIOR REVITALIZATION

The Virgin Islands Office of Disaster Recovery's (VIODR) Community Development Block Grant-Disaster Recovery Program (CDBG-DR) seeks highly skilled licensed construction contractors to provide building facade repair and rehabilitation services for the exterior revitalization of a commercial structure in Estate Richmond on the island of St. Croix.

Virgin Islands Office of Disaster Recovery

E-BID 006-2025-STX

Neighborhood Revitalization General Construction Services for Estate Richmond

1.0 INTRODUCTION

The Virgin Islands Office of Disaster Recovery ("ODR") is a subsidiary division of the Virgin Islands Public Finance Authority ("PFA"), an independent instrumentality of the Government of the United States Virgin Islands. ODR is soliciting bids from qualified and licensed construction contractors ("Respondents") to provide exterior revitalization services to a commercial property in Estate Richmond on the island of St. Croix.

In November 2023, the ODR entered a Subrecipient Agreement with the Virgin Islands Housing Finance Authority (VIHFA) to provide program and project management services to include the Neighborhood Revitalization Program funded by the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.

1.1 CONTEXT

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

As a result of the storms, the United States Virgin Islands is the recipient of Community Development Block Grant – Disaster Recovery funding from HUD, namely the Neighborhood Revitalization Program through its Building and Streetscape Enhancement initiative which aims to help repair visible exterior damage and enhance the appearance of eligible commercial and residential properties located in downtown districts, high-traffic corridors, historic areas, and similar zones. The primary goal is to encourage local investment and improve the overall visual appeal of our communities.

2.0 SCOPE OF WORK

The exhibits in the solicitation package include all the details related to the scope of work for exterior revitalization of a commercial property in Estate Richmond. The Bid Sheet contains line-item details that the respondent is required to utilize to submit the cost for each item. The project should be bid as listed. Any changes to the attached bid sheet will be addressed via change order.

Exhibit A – Bid Sheet

St. Croix

Project Name	Construction Type
NMR, LLC	Exterior Revitalization

2.1 CLEAN UP

The selected Respondent shall always keep the building and surrounding area reasonably free from rubbish and shall remove and discard debris in accordance with local laws on a timely basis or when directed to do so by ODR. The selected Respondent shall remove rubbish and debris daily. The selected Respondent shall broom clean the building as required to minimize dust and dirt accumulation. The Respondent shall provide and maintain suitable all-weather access to the building. Before final inspection and acceptance of the building, the Respondent shall clean the work area, including glass, hardware, fixtures, masonry, and tile, clean and wax all floors (using non-corrosive chemicals) as specified, and completely prepare the building for use by ODR, with no cleaning required by ODR.

2.2 CONTACT INFORMATION

The selected Respondent shall provide contact information to facilitate and maintain regular communication with ODR. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information should be monitored regularly and used to facilitate an open line of communication with ODR.

2.3 APPLICABLE REGULATIONS

The services performed shall be subject to the following regulations, which can be found in the solicitation package:

Exhibit B - Green Building Retrofit Checklist

Exhibit C - CDBG-DR Construction Building Standards

3.0 PROJECT

The project encompasses the exterior restoration of a two-story commercial structure with three units, located adjacent to the Christiansted Historic District. This includes non-structural facade repairs, exterior painting, window replacement, improving building curb appeal, and gutter repair/replacement.

The ODR reserves the right to modify and/or terminate the contract if the successful respondent fails to perform in a manner consistent with the terms of the contract. In addition, ODR reserves the right to modify and/or terminate the contract if funding becomes unavailable.

4.0 TERMINATION

Either party may terminate the parties' contract with or without cause with **thirty (30) calendar days'** written notice to the other party before the effective date of such termination. The ODR may, by written notice, terminate the Respondent's services, in whole or in part, for the Respondent's failure to perform its obligations under the parties' contract. In such an event, the Respondent shall be liable for damages as authorized by law.

5.0 PAYMENT

The contract will be funded, in whole or in part, by CDBG-DR funds. Therefore, funding and payment of the contract will be based on the requirements and availability of the CDBG-DR funds by ODR. The prime Contractor must submit all required documentation for payment to ODR.

The contract requires compliance with federal terms and conditions for federal grants such as CFR200 (*Attachment 2*). The selected Respondent is responsible for preparing and submitting pay requests for payment and invoice based upon a mutually agreed Schedule of Values (“SOV”).

After the notice to proceed is issued, the contract payment will consist of a 10% mobilization, after which all subsequent payments will be based on work in place. Further, 10% retainage will be withheld from each payment following the mobilization payment. The selected Respondent shall allow enough time for the ODR to review and process payment requests, which can take an average of four (4) weeks.

Please note that the information requested in the cost proposal may not necessarily reflect the final contract's structure.

6.0 LIQUIDATED DAMAGES

Should the successful Respondent fail to complete the scope of work according to the terms of the contract, the successful Respondent agrees to pay to the ODR, as liquidated damages, \$500.00 for each calendar day or portion thereof that the successful Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. To the extent available, the liquidated damages shall first be deducted from any contract monies due but not yet paid to the successful Respondent.

7.0 CONFLICT OF INTEREST

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

A Respondent must also disclose any existing contractual work for the: (i) Territorial Government, whether directly or through a parent company, subsidiary company or associated company, or independent contractor(s) hired by Respondent; and/or (ii) any current contractors/vendors of the Territorial Government or ODR, identify any potential conflict of interest and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this E-BID.

8.0 USE OF SUBCONTRACTORS

The ODR shall have a single Prime Contractor, and that Prime Contractor shall be responsible for all deliverables specified in the E-BID. This general requirement notwithstanding, Respondents may enter subcontractor arrangements. However, the Respondent shall acknowledge in its E-BID package total responsibility for the entire contract. If the respondent intends to subcontract for portions of the work, the Respondent shall identify in its bid any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required by the prime Contractor is also required for any subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the contract terms between the prime

Contractor and ODR. Unless provided for in the contract with ODR, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of ODR. Additionally, the subcontractor shall not subcontract for any portion of the work they are expected to complete. The prime Contractor shall be responsible for fulfilling all terms of the contract, timing, and payments to subcontractors, regardless of funding provided by ODR.

The prime Contractor must include *Subcontractor Statement* in their proposal, which affirms the following: "I have read and understand the E-BID and final version of the proposal submitted by (Proposer)."

9.0 QUALIFICATIONS

Qualified Respondents must be able to provide commercial or residential construction repair, rehabilitation and/or reconstruction services. The selected Respondent must be able to adequately demonstrate their experience in their proposal submittal and have extensive experience in either commercial or residential construction. The Respondent must have the administrative infrastructure to effectively manage and support service delivery and fiscal management processes. The Respondent shall submit a listing of all potential subcontractors that will be assigned to this project.

The Respondent should also have a valid Data Universal Numbering System (DUNS) number and be registered with the System for Award Management (SAM). An award will **not** be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit a hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

9.1 REQUIRED MINIMUM QUALIFICATIONS OF RESPONDENT

The following subsections require minimum qualifications.

- a. Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the Territory when submitting their Proposal to this E-BID. Respondents shall attach their license to conduct business or a copy of their application for a license. The entity wishing to submit a proposal must include the following in their response:
 - A statement of conflicts (if any) with the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
 - If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity.
 - Employer Identification Number (EIN)
 - Unique Entity ID (UEI)
- b. A Bid may be rejected at any time during the evaluation process and thereafter if any adverse findings would prevent the Program from selecting the firm or any person or entity associated or partnering with the firm.

Such adverse findings may include but are not limited to the following:

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

10.0 BONDING REQUIREMENTS

For construction contracts exceeding \$350,000, a performance bond for 100% of the project cost is required, along with a bid bond of at least 5%. The “bid guarantee” shall consist of a firm commitment accompanying a bid as assurance that the Respondent will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified. If the contract cost is less than \$400,000, a performance bond and bid bond are not required.

10.1 ASSURANCE OF COMPLETION

For construction contracts exceeding \$350,000.00, the selected bidder may be required to furnish an assurance of completion. This assurance may be any one of the following:

1. A performance and payment bond in a penal sum of *100 percent* of the contract price:
 - A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
 - A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in executing the work provided for in the contract.
2. Separate performance and payment bonds, each for *50 percent* or more of the contract price; or
3. A *20 percent* cash escrow; or
4. A *25 percent* irrevocable letter of credit; or
5. A pledged asset(s) that is adequate to protect the interest.

The bonds must be obtained from guarantee or surety companies authorized to do business in the USVI where the work will be performed. Individual sureties shall not be considered. **U.S. Treasury Circular Number 570** lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting

limits on each contract bonded, and the State/Territories in which the company is licensed to do business. The use of companies in this circular is mandatory.

11.0 RESPONDENT'S RESPONSIBILITIES

- Bear all costs related to the preparation and submission of the bid package in response to this E-BID solicitation.
- Attend the mandatory site visit. Respondents must have attended the site visit to be considered for award.
- Provide a complete "Bid Sheet" with a price guaranteed for ninety (90) calendar days from the submission deadline and thereafter until the firm withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first including the documentation specified in this E-BID solicitation.
- Be a duly licensed General Construction Contractor in the USVI and provide proof of a valid USVI Business License.
- Pay all taxes and fees as local and federal statutes require.
****Respondents and sub-contractors to this RFP must pay U.S. Virgin Islands Gross Receipt Taxes (GRT) of 5% for overall earnings that equate to or exceed \$30,000.00.***
- Maintain compliance with all permits issued for the project.
- Obtain and provide a copy of the current General Liability Insurance for One Million (\$1,000,000.00) Dollars to cover any claims and damages occasioned by executing the Scope of Work.
- Provide acceptable workmanship, according to "HUD Standard" in each Trade or for the Scope of Work.
- Contractors must provide a project schedule prior to the issuance of a notice to proceed.
- Submit timely approval to the Construction Manager (CM) in writing for items that need review and approval.
- Remedy and repair any defects in materials or workmanship without the expense of the ODR, no later than fifteen (15) calendar days after receipt of a written notice of a defect.
- Respondents must provide a six-month warranty on all repairs and/or defects.
- Prepare and submit an application for payment and invoice based upon a mutually agreed SOV.

12.0 ODR'S RESPONSIBILITIES

- Provide assistance, as necessary, in obtaining local permits and in dealing with governmental entities.
- Perform weekly construction progress inspections to ensure compliance with the project drawings, specifications, and ODR's policies and procedures.
- Hold weekly construction meetings and project site visits to maintain coordination of the construction work.
- Review all weekly status reports, drafts, and final project close-out reports before final acceptances.
- Review all invoices, process pay application packages and ensure timely delivery of payments to the Respondent.

13.0 GENERAL FEDERAL GRANT REQUIREMENTS

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

14.0 STANDARD CLAUSES FOR CONTRACTS WITH ODR

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

15.0 E-BID SCHEDULE

The following schedule represents ODR's estimate of the timetable that will be followed in connection with this solicitation:

SCHEDULE OF EVENTS	DATES AND TIMES (AST)
E-Bid Release Date	September 16, 2025
Mandatory Site Visit	September 24, 2025, at 9:30 am
Deadline to submit questions	September 29, 2025, by 3:00 pm
Responses to Questions	October 2, 2025
E-BID Submission Deadline	October 7, 2025

Please note that the E-BID timeline includes target dates and may change. ODR reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. ODR will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this E-BID. If the ODR amends this E-BID, they will email the addenda to all potential Respondents and post it on the ODR website. The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda.

16.0 ISSUING AND PROCURING OFFICE

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

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

From the issue date of this E-BID until a determination is made regarding the selection of a Respondent, refer all questions concerning this E-BID to procurements@usvipfa.com. Please mark the subject line for the email: **“General Construction Services for NMR, LLC in Estate Richmond E-Bid 006-2025-STX.”**

Any violation of this condition may cause the ODR to reject a Respondent's package. The ODR will NOT be responsible for any oral information given by any employees. Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this E-BID. The issuance of a written addendum by the ODR is the only official method by which interpretation, clarification, or additional information can be given. If the ODR amends this E-BID, they will email the addenda to all potential Respondents.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda or does not request the E-BID directly from the ODR. The potential Respondents are responsible for updating all contact information and contacting the ODR to ensure that they receive all addenda before the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

17.0 MANDATORY SITE VISIT

For the mandatory site visit please reference section **15.0 Bid Schedule**, Location: 3016 Estate Richmond, Christiansted, VI 00820. A CDBG-DR Construction Manager will meet all prospective Respondents at the project site. An attendance sheet will be provided, and all prospective Respondents must complete the attendance sheet to confirm attendance.

It is highly recommended that prospective Respondents thoroughly review the E-BID requirements before the site visit. All prospective Respondents are required to attend the site visit. The final deadline for questions is September 29, 2025, by 3:00 pm-

18.0 DELIVERY OF BID PACKAGES

All responses to this E-BID are to be submitted as PDFs by email at procurements@usvipfa.com no later than **Tuesday, October 7, 2025**. All electronic submissions must include the Company's Name – Solicitation Number – Due Date in the email's subject line. For Example, *ABC Company, Inc. – E-BID-006-2025-STX – October 7, 2025*. The first page of each electronic submission must also include the Company's Name – Solicitation Number and Due Date. The email proposal package must be clearly marked. Please note that submissions must be 20 MB or less in size. If a proposal is sent multiple times before the deadline, the Respondent shall identify which proposal is to be reviewed. ODR shall not be responsible for the review of a version of any proposal that is incorrect or not up to date.

Failure to clearly mark each bid package with this information may cause ODR to inadvertently open the bid package before the official closing date and time. The ODR will log all received bid packages with the date and time of receipt. Bids received after the deadline will be considered late and not open or considered.

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

19.0 FORMAT OF BID PACKAGE

Each Respondent must adhere to the requirements of this section relative to the bid package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that the bid package follows the sequence and organizational outline described in this section. To be considered for award, the bid package shall meet the following requirements:

- A. E-BID Cover Letter – Complete Enclosure Document A.**
- B. Non-Collusive Affidavit – Complete Enclosure Document B.** The form must be notarized.
- C. Debarment Certification Form – Complete Enclosure Document C.**
- D. Corporate Document Checklist Form – Complete Enclosure Document D** and submit your current USVI Business License. For this section, the Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. The Business License must be relevant to the Scope of Work for this solicitation.
- E. Respondent’s Qualifications Statement Form – Complete Enclosure Document E.** The Reference Section of the form shall provide a minimum of three (3) references for the most recent, relevant work comparable to the scope requested in this E-BID. At a minimum, one of the three (3) references must be for the prime Contractor.
- F. Subcontractor Statement – All selected subcontractors must Complete Enclosure Document F.**
- G. Cost – All bid pricing must be submitted on the enclosed Bid Sheet** and made valid for ninety (90) calendar days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.

Each respondent must adhere to the requirements of this section relative to the bid package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their bid package follows the sequence and organizational outline described in this section.

20.0 REQUIRED DOCUMENTS

Respondents must submit the following documents with their proposal:

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

- A. General Liability Insurance –** The successful respondent will be required to obtain, maintain, and provide in place General Liability Insurance in an amount no less than One Million (\$1,000,000.00) Dollars for each occurrence within ten (10) business days of receiving a notice

of selection. The insurance policy shall name the Public Finance Authority as the Certificate Holder and an “Additional Insured” via an endorsement as follows:

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

- B. Worker’s Compensation** - The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage within ten (10) business days of receiving notice of selection.
- C. Virgin Islands Business License** - Bidders must submit a hard copy of a valid business license within ten (10) business days of receiving notice of selection. The Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. **The Business License must be relevant to the Scope of Work for this solicitation.**

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

21.0 ORAL INTERVIEWS

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

22.0 ODR RESERVATION OF RIGHTS

For avoidance of any doubt, the ODR reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- i to reject any and all bids and to reissue this E-BID at any time prior to execution of a final contract;
- ii to issue a new E-BID with terms and conditions substantially different from those set forth in this or a previous E-BID; to issue a new E-BID with terms and conditions that are the same or similar as those set forth in this or a previous E-BID in order to obtain additional bids or for any other reason the VIPFA determines to be in the best interest of the people of the V.I.;
- iii to extend this E-BID in order to allow for time to obtain additional bids prior to the E-BID’s application deadline or for any other reason the VIPFA determines to be in the best interest of the people of the V.I.;
- iv to supplement, amend, substitute, or otherwise modify this E-BID at any time prior to issuing an E-BID to one or more Respondents;
- v to cancel this E-BID at any time prior to the execution of a final contract;

- vi to waive minor irregularities, defects, or informalities in the bids, provided the waiver would not affect the price, quantity, quality or delivery of the services or confer a competitive advantage upon the one Proposer over the others.;
- vii to do any of the foregoing without notice to Proposers or others, except such notice as the ODR, in its sole discretion, elects to provide.

Bids submitted in response to this solicitation become the property of ODR, and ODR may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

23.0 CHANGES, ADDENDA, AND WITHDRAWAL

The ODR reserves the right to change the schedule of events or revise any part of the E-BID by issuing an addendum to the E-BID at any time. Addenda will be posted on the ODR website.

24.0 WITHDRAWAL OF PROPOSAL

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

25.0 COST OF OFFER OR PREPARATION

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

26.0 CONTRACT AWARD AND EXECUTION

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

27.0 SELECTION PROCESS

The ODR's Evaluation Committee Panel evaluates all Respondents' submittals. The Evaluation Committee Panel will consider the Respondent's qualifications, including but not limited to the following criteria:

- Respondent is duly organized, validly existing, qualified, and licensed to conduct business in the United States Virgin Islands as a General Construction Contractor.
- Lowest responsive, responsible, and reasonable price bid package.

28.0 MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE

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

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

29.0 HUD GENERAL PROVISIONS

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Attachment 1. Respondent shall describe experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions outlined in the attachment.

30.0 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

31.0 TERMS AND CONDITIONS

This E-BID is a request for the submission of bids but is not itself an offer and shall under no circumstance be construed as an offer.

ODR reserves the right to reject, without prejudice, any and all bids submitted in response to this solicitation.

ODR reserves the right to modify or withdraw this request at any time.

ODR reserves the right to reject any or all companies or terminate the E-BID process at any time if deemed in its best interest.

ODR reserves the right not to award a contract pursuant to the E-BID.

Further, bids submitted in response to this solicitation become the property of the ODR, and the ODR may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

ENCLOSURES

- **Enclosure Document A E-BID Cover Letter**
- **Enclosure Document B Non-Collusive Affidavit**
- **Enclosure Document C Debarment Certification Form**
- **Enclosure Document D Contractor Document Checklist Form**
- **Enclosure Document E Respondent's Qualification Statement Form**
- **Enclosure Document F Subcontractor Indemnification**
- **Enclosure Document G Organizational Conflict of Interest Affidavit**

ATTACHMENTS

- **Attachment 1 HUD Rider**
- **Attachment 2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts**

EXHIBITS

- **Exhibit A - Bid Sheet**
- **Exhibit B - Green Building Retro-Fit Checklist**
- **Exhibit C - CDBG-DR Construction Building Standards**
- **Exhibit D - Sample Contract**

Attachment 1

HUD GENERAL PROVISIONS (“HUD RIDER”)

Funding for this project is provided by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program under the auspices of the Virgin Islands Public Finance Authority, Office of Disaster Recovery (ODR). The successful Respondent will be required to abide by the federal rules and regulations including but not limited to Davis Bacon Act and Section 3. HUD funded procurements shall be governed by all HUD terms and conditions and can be found at the following website <https://files.hudexchange.info/resources/documents/CDBG-DR-Crosscutting-Federal-Requirements-Overview.pdf>

In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

Attachment 2

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

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

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonfederal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street
Frederiksted, St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, VI 00802
Phone (340)202-1221

Contractor E-Bid 006-2025-STX Submittal Package

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

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Phone (340)202-1221

Bid Package Checklist

To be considered responsive, the proposal package **must** include the following, failure to include any item will disqualify the Respondent.

Respondent: _____

- ☐ **IFB Cover Letter** –Complete **Enclosure Document A**.

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

- ☐ **Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.

- ☐ **Corporate Document Checklist Form** – Complete **Enclosure Document D** and **submit your current USVI Business License**. For this section, Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. **The Business License must be relevant to the Scope of Work for this solicitation.**

- ☐ **Respondent’s Qualification Statement Form** – Complete **Enclosure Document E**. In the Reference Section of the form, you must provide three (3) references for the most recent, relevant work comparable to the scope requested in this IFB. At a minimum, one of the three (3) references must be for the prime Contractor.

- ☐ **Subcontractor Statement** – All selected subcontractors must complete **Enclosure Document F**.

- ☐ **Organizational Conflicts of Interest Affidavit** – Complete **Enclosure Document G**. The form must be notarized.

- ☐ **Current USVI Business License**

- ☐ **Bid Sheet**

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
E-BID COVER LETTER

RESPONDENT

Name: _____
Address: _____
Tax Identification #: _____

RESPONDENT’S CONTACT PERSON

Name: _____
Title: _____
Telephone: _____

SCHEDULE OF ADDENDA

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

Addendum Number _____ Date _____

I hereby affirm that _____ (Company’s Name) has a full understanding of the scope and will be responsible for all aspects of the engagement, including any portion that subcontractors may perform. _____ (Company’s name) makes positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The prices submitted in this bid package will remain in effect for a period of ninety (90) calendar days from the submission deadline and thereafter until it is withdrawn, a contract is approved and executed, or the procurement is canceled, whichever occurs first and the company has not engaged in any unethical practices within the past five (5) years.

RESPONDENT’S AUTHORIZED REPRESENTATIVE

Name: _____
Title: _____
Signature: _____ Date: _____

ENCLOSURE DOCUMENT B

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

_____, being first duly sworn, deposes and says:

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

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

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

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

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2025, by _____ of legal age, _____ and personally known to me.

(Trade or Corporation)

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

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

Name and Title of Authorized Representative:

Signature

Date

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2025, by _____ of legal age, _____ and personally, known to me.

(Trade or Corporation)

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
CONTRACTOR DOCUMENT CHECKLIST

Name of Respondent: _____
Contact Person: _____
Telephone Number: Office _____ Mobile _____

1. ☐ Respondent Corporate Documents
 ☐ **Corporation** ☐ Copy of Articles of Incorporation & By Laws
 ☐ Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

 ☐ **LLC** ☐ Copy of Articles of Organization
 ☐ Copy of Operating Agreement
 ☐ Certificate of Existence from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

 ☐ **Sole Proprietor** ☐ Copy of Trade Name Certificate
2. ☐ Current Business License Expiration date: ____/____/20____
 Type of business license: _____
3. ☐ Employer Identification Number (EIN)/Social Security Number (SSN): _____
4. ☐ DUNS # _____ SAMS # _____
5. ☐ Insurance Binder Expiration date: ____/____/20____
 Type of Insurance: ☐ General Liability ☐ Automobile ☐ Errors and Omissions
6. ☐ Workers Compensation Insurance Expiration date: ____/____/20____

- **For ODR use only** -----
1. ☐ Proposed Scope of Work EBID# _____ RFP# _____ RFQ# _____ E-BID# _____
2. ☐ Bids ☐ Bids ☐ Signed Evaluation Spreadsheet ☐ Recommendation
3. ☐ Request for approval from Legal Counsel and Executive Director.

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

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) ☐Corporation ☐LLC ☐Sole Proprietorship ☐Partnership
Business Location (office): _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____

Do you have a current USVI Business License? ☐Yes ☐No
Number of Years licensed to conduct business in the USVI _____
Type of License(s) _____
Number of Scope Development Services completed in the last 5 Years _____, Average value of these Contracts
\$ _____
Do you have plan to use Subcontractors? ☐Yes ☐No If yes, company _____

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? ☐Yes ☐No
If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.
Are there or have there been any Claims, Arbitration, Judgments or Liens against you?
☐Yes ☐No If yes, explain on another sheet, the circumstances and outcome.

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

- 1) Client Name _____ Contact Number _____
- 2) Client Name _____ Contact Number _____
- 3) Client Name _____ Contact Number _____

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

- 1) Client Name _____ Value: _____ % _____
- 2) Client Name _____ Value: _____ % _____
- 3) Client Name _____ Value: _____ % _____

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

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

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
SUBCONTRACTOR INDEMNIFICATION

I have read and understand the E-BID, and the final version of the proposal submitted
by _____.

Print Name: _____

Subcontractor Company Name: _____

Title: _____

Signature: _____

Date: _____

ENCLOSURE DOCUMENT G
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
ORGANIZATIONAL CONFLICTS OF INTEREST

_____, being first duly sworn, deposes and says:

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

☐ no known organizational conflict of interest(s) exists that would warrant disqualification as described in Section 30.0: Organizational Conflict of Interest.

☐ conflict of interest(s) does exist, and a letter describing those facts is attached as described in Section 31.0: Organizational Conflict of Interest.

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

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

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

Subscribed and sworn to before me on the Island of _____, this _____ day of
_____, 2025, by _____ of legal age,
_____ and personally known to me.

(Trade or Corporation)