



**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY
INVITATION FOR BIDS
FOR
William D. Roebuck Industrial Park Lift Station Renovation Project
on St. Croix, U.S. Virgin Islands
IFB# 2026-01 EDP**

Date of Issue:

August 3, 2026

Due Date/Time for Receipt of Bids:

August 31, 2026, at 4:00 PM

Contact Person:

Mark Finch
Director, Physical Plant
Virgin Islands Economic Development Authority
mfinch@usvieda.org

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340-714-1700

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116 King Street, Frederiksted
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Economic Development
Commission

Enterprise Zone Commission

Economic Development Park
Corporation

Economic Development Bank

INVITATION FOR BIDS

William D. Roebuck Industrial Park Lift Station Renovation Project IFB# 2026-01 EDPC

A. AGENCY DESCRIPTION

The Virgin Islands Economic Development Authority ("USVIEDA") is a semi-autonomous government instrumentality responsible for promoting and enhancing economic development in the U.S. Virgin Islands. USVIEDA has four major components:

- The Economic Development Bank for the United States Virgin Islands (formerly the Government Development Bank for the United States Virgin Islands), which includes the Small Business Development Agency)
- Virgin Islands Economic Development Commission
- Enterprise Zone Commission
- Virgin Islands Economic Development Park Corporation (formerly the Industrial Park Development Corporation)

In 1977, the Legislature of the Virgin Islands created the Virgin Islands Industrial Park Development Corporation,¹ now known as the Virgin Islands Economic Development Park Corporation ("EDPC"), a public corporation and instrumentality as a subsidiary entity of the Virgin Islands Economic Development Authority to, among other things, acquire, operate, and improve industrial parks in order to provide suitable sites for the location of industries in the Virgin Islands.

Presently, EDPC operates two (2) industrial parks, the William D. Roebuck Industrial Park on St. Croix and the Virgin Islands Industrial Park on St. Thomas. In addition to these Parks, EDPC owns and operates the Fleming Building in Frederiksted, St. Croix.

The William D. Roebuck Industrial Park ("WRDIP") on St. Croix, which consists of approximately 150,000 square feet of commercial space, is located just north of the Henry E. Rohlsen International Airport on 24 acres of property in Estate Negro Bay.

¹ See Act No. 3986, Jun. 9, 1977, V.I. Sess. Laws 1977 (creating the Virgin Islands Industrial Park Development Corporation as a public corporation and autonomous instrumentality of the Government of the Virgin Islands); Act No. 6390, § 25, Feb. 1, 2001, V.I. Sess. Laws 2000, p. 423 (creating the Virgin Islands Industrial Park Development Corporation as a subsidiary entity of the Virgin Islands Economic Development Authority); and Act No. 7651, §§ 4 and 5, Oct. 13, 2014, V.I. Sess. Laws 2014 (renaming in § 4 the "Virgin Islands Industrial Park Development Corporation" to the "Virgin Islands Economic Development Park Corporation" and amending in § 5 all references in the V.I. Code in accordance with § 4).

B. STATEMENT OF PURPOSE

The EDPC, through the USVIEDA will be accepting sealed bids from qualified contractors for the lift station renovation at the WDRIP as outlined in the **Description of Work/Project Details**. The complete bid package is available on USVIEDA's website at <https://usvieda.org/request-for-proposals/>.

C. DESCRIPTION OF WORK/PROJECT DETAILS

IFB No: 2026-01 EDPC

Project Description: WDRIP Lift Station Renovation Project

The project consists of the general renovation of the lift station and its systems at the William D. Roebuck Industrial Park located on the island of St. Croix. The Scope of Work (SOW) consists of replacing two impeller and impeller housings for both Baldor SUM71504 wastewater submersible pump motors. The impeller and impeller housing must be able to process semi-solid material in the wastewater system (toilet paper, etc.) The impeller and housing must also be resistant to very caustic wastewater such as that released by a brewery. The SOW also calls for the replacement of both septic cistern venting fans and controls. Also, the entire pump control system to include auditory and visual level alarms is to be replaced as well. The roughly 12'X12' lift station building that houses both the pump control system, standby emergency generator and automatic transfer switch is to be scraped and repainted inside and out. The (3) 6' X 3' fixed-louvered window screens shall be replaced as well as the single-entry door. The inside of the septic cistern is to be completely pressure washed and cleaned. The project also calls for the installation of an emergency bypass line on the discharge line of the system that would allow for the maintenance team to connect a temporary pump to pump down the septic cistern in case both pumps become inoperable. The project also calls for the pump rail brackets to be replaced.

Release IFB: August 3, 2026

Pre-Bid Conference: No mandatory Pre-Bid Conference will be held. However, prospective bidders are encouraged to visit the site prior to submitting a bid. Site visits can be arranged by contacting Mark Finch, Director, Physical Plant by email at mfinch@usvieda.org or by cell phone at 340-332-4106. The lift station is located at the William D. Roebuck Industrial Park, #4 Estate Negro Bay, St. Croix, VI 00820. Bidders are required to attend a site visit to be considered eligible to bid on the Project. This Project does not require Performance or Payment Bonds to be provided.

Final Date for Questions: The deadline to submit questions is Monday, August 17, 2026, at 4:00 p.m. Questions will not be accepted after this date and time.

Questions shall be submitted in writing to Mark Finch, Director, Physical Plant at mfinch@usvieda.org

IFB due date/time

Bids will be received until Monday, August 31, 2026, at 4:00 p.m., in the USVIEDA's St. Croix Office at 116 King Street, Frederiksted St. Croix, VI 0040.

Publicly Open Bid Date:

Bids will be opened and respondents announced on Wednesday, September 2, 2026, at 9:00 a.m. local time, or as soon thereafter as practical on Friday, September 4, 2026, at 10 a.m. via Zoom at the USVIEDA offices located in downtown Frederiksted at #116 King Street Frederiksted, St. Croix USVI 00840. The bid opening is open to the public.

Bid information may be obtained online at <https://usvieda.org/request-for-proposals/>.

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 60 calendar days after the issuance of the Notice to Proceed.

D. CONTENTS OF BID PROPOSAL

USVIEDA reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process, 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 USVIEDA's website at <https://usvieda.org/request-for-proposals/>.

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 documents 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.

1. Introductory letter about the Bidder must contain:
 - a. Name, address, email, website, fax, and telephone;
 - b. Type of service for which individual/ firm is qualified; and
 - c. Signature of the legally authorized officer to bind Bidder to a contract with USVIEDA.

2. Organization:
 - a. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (Limited Partnerships), if applicable;
 - b. Certificate of Good Standing or Certificate of Existence from the Lieutenant Governor's Office, Division of Corporation and Trademark;
 - c. Valid Tradename Registration (if applicable);
 - d. Current Business License for services being advertised. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands;
 - e. Proof of Current Sam.Gov Registration;
 - f. Signed Taxpayer Identification Form (W9); and
 - g. Resolution authorizing contractor to enter into this contract with USVIEDA.
3. If Subcontractors are retained for this project, any portion of the scope of work to be performed must be clearly identified. Include firm qualifications and key personnel, telephone number, email address, website and contact person for all subcontractors. USVIEDA reserves the right to approve or reject all subcontractors or internal staff performing consulting services, proposed by the subcontractor during or after the subcontractor review and selection process. Prior to receiving each payment, an affidavit must be signed by subcontractors stating that they have been paid in full for work performed and that they have no claims against the project.
4. Completed Bid Sheet (Attachment A)
5. Contractors Qualification Statement Form (Attachment B)

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.

E. FEDERAL REQUIREMENTS

This project may be financially supported, in whole or in part, by federal funds. As it is anticipated that federal funds will be used, a Bidder responding to this IFB shall not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

The successful Bidder and its sub-contractors shall be subject to all applicable laws and regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards (if applicable), lead-based paint regulations, relocation, accessibility requirements, terms and conditions applicable to contracts arising from grants made by the Federal Emergency Management Agency ("FEMA").

It is anticipated that the resulting contract will be a fixed-price contract.

F. REQUESTS FOR CLARIFICATION

Bidders are to examine thoroughly the instructions, specifications and service requirements as set forth herein. If there is any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained herein, Bidders may ask for clarification before submitting their proposal. The last day to receive requests for written clarification will be no later than 4:00 p.m. AST, Monday, August 17, 2026.

All requests for clarification must be presented to the USVIEDA by email to Mark Finch, Director, Physical Plant at mfinch@usvieda.org. The email subject shall read: **Request for Clarification - IFB NO. 2026-01 EDPC**. No response other than written will be binding upon USVIEDA. USVIEDA will not be held responsible for any oral instructions.

Bidders shall not contact any USVIEDA Board member or personnel with questions or inquiries, except as set forth above. Unauthorized contact with any Board member or personnel of USVIEDA may be cause for rejection of a bid proposal. The decision to reject a bid proposal is solely that of USVIEDA.

Where such request results in a change or a clarification to the requirements of the IFB, USVIEDA will prepare and issue an Addendum to this IFB no later than 4:00 p.m. AST, Wednesday, August 19, 2026.

The date set for submitting bid proposals may be changed if in the opinion of USVIEDA more time is necessary to enable Bidders to revise their proposals. Addenda will state any changes to the proposal closing date and time. Bidders should acknowledge receipt of all addenda in their proposals. Bidders are required to check the USVIEDA website for any updated information and Addenda before the closing date at the following website address:

<https://usvieda.org/request-for-proposals/>

G. SUBMISSION OF PROPOSAL

All interested parties shall submit their bid via U.S. Postal Service, courier service or hand delivery in accordance with the requirements set forth below in this section by 4:00 p.m. (Atlantic Standard Time) on Friday, August 31, 2026.

To be eligible for consideration, the completed proposals **must be submitted on a USB flash drive with one (1) hard copy of the drive's contents**. Sealed packages must be addressed to:

Mark Finch
Director, Physical Plant
#116 King Street, Frederiksted St. Croix USVI 00840

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

SEALED BID – DO NOT OPEN

EDPC IFB#2026-01 – WDRIP Lift Station Renovation Project
(Name of Bidder)

(Mailing Address of Bidder) (Telephone Number of Bidder) (Email Address of Bidder)
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Bids received after that date/time as specified in this section will not be considered. Bids must be signed by a duly authorized representative of the Bidder.

Each bid proposal shall provide a complete, accurate and reliable presentation. There is no expressed or implied obligation for USVIEDA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Upon submitting a bid, Bidders will be deemed to have received notice of all addenda that are posted on the USVIEDA website and deemed to have considered the information for inclusion in the bid proposal submitted. This IFB and any resulting award shall be governed by and construed in accordance with the laws of the U.S. Virgin Islands.

Any contract awarded pursuant to this IFB will commence upon the effective date of said contract for a term of 90 days, which may be extended at the discretion of USVIEDA. It shall be the Bidders' sole responsibility for ensuring that their bids are delivered on time.

H. POST AWARD REQUIREMENTS

The successful Bidder will be required to meet the following insurance and bonding requirements for execution of the Contract with the USVIEDA where applicable.

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:

- i. 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
- ii. General Aggregate shall apply on a policy basis.
- iii. Contractor shall provide a Certificate of Insurance reflecting required coverage.
- iv. If awarded, the Contractor shall provide proof of adding the USVIEDA as an additional insured via a scheduled/individual endorsement.

c. Commercial Automobile Liability (when applicable):

- i. 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
- ii. Contractor shall provide a Certificate of Insurance reflecting required coverage.

2. BONDS

A Performance Bond and Payment Bond each are required as follows if required:

- i. Performance Bond: 100% of the Contract Price
- ii. Payment Bond: 100% of the Contract Price

I. INSTRUCTIONS TO BIDDERS (CONSTRUCTION CONTRACT)

General Information

This request is not to be construed as creating any contractual relationship between USVIEDA and any other party. USVIEDA reserves the right to negotiate final contract terms with any and all firms after the bids have been received. The preparation expenses incurred of this offer shall be borne solely by the Bidder.

1. 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. USVIEDA will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

2. 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 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 USVIEDA 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 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 the difference.

3. 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.
- 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 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. 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.

4. 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.

5. Late Bids and Modifications or Withdrawals

- a. Bids and modifications or withdrawal thereof received at the office designated in the IFB 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 USVIEDA the late receipt was due solely to delay in the mails for which the Bidder was not responsible; or (3) if submitted by mail, it is determined by the USVIEDA that the late receipt was due solely to mishandling by the USVIEDA after receipt at the USVIEDA location: Provided, that timely receipt at such location is established upon examination of an appropriate date of time stamp (if any) of receipt (if readily available) within the control of USVIEDA or of the post office serving it. However, a modification which makes the term of the otherwise successful bid more favorable to USVIEDA 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 of Certified mail identifies the post office station of mailing, evidence 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 from the post office station of mailing, in which case the time of mailings shall be the time shown

on entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

6. Withdrawal of Bids

A bid proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals, nor shall the successful provider withdraw or cancel or modify their proposal, except at the request of USVIEDA after having been notified that said proposal has been accepted by USVIEDA.

7. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Invitation for Bids. The reading will be confined to pertinent information such as the name of the Bidder, address, period allowed for acceptance, discount for prompt payment, price, and time of delivery.

8. Award of Contract

- (a) Award of contract will be made to that responsible Bidder whose bid, confirming to the Invitation for Bids, is most advantageous to USVIEDA, price and other factors considered.
- (b) USVIEDA may, when in its interest, reject any or all bids or waive any informality in bids received.
- (c) The USVIEDA may accept any items or combination of items of a bid, unless precluded by the IFB or the Bidder includes in his bid a restrictive limitation.

9. Contract and Bonds

The Bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with USVIEDA and, if required, furnish performance and payment bonds on the standard forms in the amounts indicated in the IFB specifications.

10. 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 USVIEDA:

- i. **CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE**
(Submit a hard copy of current certificate.)
- ii. **GENERAL PUBLIC LIABILITY**
 - a. 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 USVIEDA. Prior to starting work hereunder, the Contractor shall deliver to the USVIEDA certificates of insurance evidencing that such insurance is in effect and providing that the insurer will give the USVIEDA at least 10 days written notice of any material change in or cancellation of such insurance. The copies of certificates shall be delivered to USVIEDA.
 - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. Comprehensive Automobile Liability: Covering owned, hired, and other non-owned vehicles of the Contractor.
- g. 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.

iii. **ADDITIONAL INSURANCE REQUIREMENTS:**

- a. All policies must provide for no less than 30 days written notice of cancellation or material change.
- b. USVIEDA must be named as "Additional Insured" on all general liability and umbrella policies.
- c. If any policy or insurance or any term or condition thereof shall not be satisfactory to USVIEDA, the Contractor shall make all reasonable efforts to secure insurance satisfactory to USVIEDA.
- d. Nothing herein shall be construed to authorize the Contractor to secure policies of insurance not specified above, covering risks against which USVIEDA has insurance.
- e. The Contractor shall give prompt notice to USVIEDA 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 USVIEDA and shall promptly report to USVIEDA all such claims of which the Contractor has notice, whether relating to matters insured or uninsured.
- f. No settlement or payment of any claims for loss, injury, or damage, other matter as to which USVIEDA may be charged with obligation make any payment or reimbursement shall be made by the Contractor without the written approval of the USVIEDA. The Contractor shall not settle or pay any claims for loss, injury, damage, or other for which the USVIEDA could potentially be liable for, without the prior written approval of the USVIEDA.
- g. The General Contractor shall indemnify and hold harmless the USVIEDA 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 or damages

sustained during the performance and prior to the completion and acceptance of the work covered by the Contract.

11. 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.

12. Conflict of Interest

- a. A Bidder filing a bid hereby certifies that no officer, agent, or employee of USVIEDA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of USVIEDA; 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.

*****USVIEDA 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.*****

J. 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 USVIEDA 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 USVIEDA 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 USVIEDA. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish USVIEDA 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 USVIEDA within ten (10) days of notification of selection for the award of contract.

c. The contractor will be responsible to USVIEDA for all aspects of the work and may not subcontract under any circumstances more than forty-nine percent (49%) thereof.

d. The contractor will be responsible for providing affidavits from subcontractors showing that they have been paid in full for work performed and that they have no claims against the project.

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 USVIEDA are to be considered proprietary and confidential.

K. GENERAL INFORMATION FOR BIDDERS ON USVIEDA CONSTRUCTION PROJECTS

Authority:

The Chief Executive Officer has the power to contract for and on behalf of USVIEDA.

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 provided online at <https://usvieda.org/request-for-proposals/>.

In order for a proposal to receive consideration it must conform to the advertisement and specifications and be clear and positive so that the Chief Executive Officer may determine therefrom exactly what the Bidder proposes to do and the price therefore. Before filing a proposal, a Bidder should read (Instructions to Bidders—Construction Contracts) contained, herein and all supplementary instructions.

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 USVIEDA, 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, 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 USVIEDA. 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 USVIEDA, 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 required items at the price you indicate and on the terms we specify. Don't promise deliveries that cannot be fulfilled. 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.

The Contract

After the bids have been fully evaluated and a determination made there follows the actual acceptance by USVIEDA 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 stated time period, the USVIEDA may annul same and in such case the bid deposit will be forfeited and become the property of USVIEDA.

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

USVIEDA 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. The only person with the authority to issue either formal or constructive Change Orders is the Chief Executive Officer **or his duly authorized representative**.

Disputes and Remedies

In the event that there is a dispute or controversy under the contract concerning a question of fact which cannot be disposed of by agreement, such dispute shall be decided by the General Counsel. The General Counsel shall reduce his decision to writing and provide a copy to the Contractor by mail, delivery or whatever manner is feasible. The decision of the General Counsel shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the General Counsel a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer shall be final and conclusive.

Remember always an assertion of claim must be filed personally with the Chief Executive 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 USVIEDA 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 USVIEDA the right to cancel—that is terminate—the contract.

Damages to which USVIEDA is entitled if the default termination is valid and upheld. In addition to excess costs, USVIEDA may also recover **administrative costs** and other **direct** damages.

General

USVIEDA 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 USVIEDA, with authority under Contracts, is the Chief Executive Officer 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 Chief Executive Officer) will deal with the contractor on behalf of the USVIEDA in accordance with the express term of the contract and the law. He will not waive vested

rights of the USVIEDA. 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.

ATTACHMENT A

Virgin Islands Economic Development Authority

Bid Form – William D. Roebuck Industrial Park Lift Station Renovation Project

All offers must be submitted on the Bid Form provided by the VI Economic Development Authority. Failure to provide an offer for each item delineated on the Bid Form may result in the offer being determined non-responsive and subsequently disqualified from consideration. Offers should insert the words "No Bid" in the space provided for any items for which no price is submitted. Offers shall include all travel expenses, wages, supplies and material necessary to perform work under the terms and conditions of this Invitation for Bids. Unless otherwise specified herein all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's Bid shall subject the offer to rejection. If the Bidder wishes to include additional information the Bidder may do so with attachments.

Item	Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION	1	LS		
Mobilization Sub-Total					

Item	Description	Quantity	Unit	Unit Price	Total
2	GENERAL REQUIREMENTS				
	Sump pump impeller and impeller housing and installation	2	EA		
	Septic cistern vent fan installation (Econ-Air model# EADR30H or equivalent)	2	EA		
	Exterior lighting fixture replacement	4	EA		
	6'-9"X3' fixed-louver window screen replacement	3	EA		
	7'-6"X 45" Solid-core metal exterior door & frame replacement	1	EA		
	Pressure wash scrape & repaint interior and exterior concrete walls and roof.	2,918	SQ. Ft.		
	Pressure wash and clean inside of septic cistern	1	EA		
	Replace interior light fixtures	2	EA		
	Install emergency bypass in discharge lines	1	LF		
	Pump rail replacement	2	EA		
General Requirements Sub-Total					
Total Cost Estimate					

The total amount of this proposal is based on the Contractor's Estimate of quantities of the Base Bid and is as follows in written format of US Dollars (USD):

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Bidder's Name

Bidder's Contact Number

Bidder's Representative of Signature

Bidder's Email

Bidder's Title

Bidder's Submittal Date

END OF SECTION

ATTACHMENT B
VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY
CONTRACTOR'S QUALIFICATION STATEMENT

CONTRACTOR	
ADDRESS	
DATE	
TELEPHONE NUMBER	
CELL NUMBER	

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

(a) As General Construction _____

(b) As 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

13. 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 partner 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	Construction Experience (Yrs.)	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 layout 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 worksite with your own equipment?_____

13. If you intend to sublet the transportation or perform it through an agent, state estimated amount of subcontract or agent's contract, and, if known, the name and address of subcontractor 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. What equipment do you own that is available for proposed work?

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

ATTACHMENT C
NOTICE TO BIDDER
(Construction Contract)

IMPORTANT — PLEASE READ CAREFULLY

To ensure 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?
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 and conform to the requirements of Invitation for Bids and Instructions to Bidders?

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.

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.