



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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INVITATION FOR BIDS

for

EnVIsion HRRP GENERAL CONSTRUCTION SERVICES THREE (3)

IFB 010-2023-DR-STT/STX

Issue date:

May 19, 2023

Submittal deadline:

June 9, 2023

Contact person:

Nicole Roberts
CDBG-DR Procurement Officer
nroberts@vihfa.gov

 *Unlocking the Door to Affordable Housing*

Invitation for Bids
IFB 010-2023-DR-STT/STX
EnVision HRRP General Construction Services 3

“CONFIDENTIAL BID SUBMISSION”

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

IFB 010-2023-DR-STT/STX

INVITATION FOR BIDS

ENVISION HRRP GENERAL CONSTRUCTION SERVICES 3

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority – Community Development Block Grant – Disaster Recovery Programs (“VIHFA-CDBG-DR”) is soliciting proposals from qualified and licensed construction contractors (“Respondents”) to provide residential construction repair, rehabilitation and/or reconstruction services for single-family owner-occupied residential structures. Performance of these services will enable VIHFA to perform permanent repairs to residential structures damaged by Hurricanes Irma and Maria.

2.0 SCOPE OF WORK

Work to be performed by the selected Contractor see the following attachments:

Attachment 1-[Bid Sheets](#)

Attachment 2-[Drawings](#)

2.1 CLEAN UP

The selected Respondent shall always keep the building and surrounding area reasonably free from rubbish and shall remove debris from the site on a timely basis or when directed to do so by VIHFA. The selected Respondent shall remove rubbish and debris from the building on a daily basis. 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, tile, clean and wax all floors (using no corrosive chemicals) as specified, and completely prepare the building for use by VIHFA, with no cleaning required by VIHFA.

2.2 CONTACT INFORMATION

The selected Respondent shall provide contact information for the purpose of facilitating and maintaining regular communication with VIHFA. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with VIHFA.

2.3 APPLICABLE REGULATIONS

The services performed shall be subject to the following regulations found:

- Green Building Retrofit Checklist **Exhibit 1**.
- CDBG-DR Construction Building Standards **Exhibit 2**.

3.0 TERM

The VIHFA will contract for the estimate period noted in the table below. The VIHFA 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, VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

Project ID:	Estimated SOW Duration
VI-HRR-00015	60 days
VI-HRR-00145	60 days
VI-HRR-00385	120 days
VI-HRR-00425	120 days
VI-HRR-01399	60 days

The VIHFA shall also extend the completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of the VIHFA or its agents or employees other than the Respondent. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent from the VIHFA. Respondent must submit the request for an extension of the completion date within three (3) calendar days of the event that caused the delay.

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 VIHFA may, by written notice, terminate the Respondent's services, in whole or in part, for failure of Respondent to perform its obligations under the parties' contract. In such 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 requirements and availability of the CDBG-DR funds by VIHFA. The selected Respondent is responsible for submitting to VIHFA, all required documentation for payment to VIHFA. The selected Respondent is responsible for preparation and submittal of an application 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 mobilization, after which all subsequent payments will be based upon work in place. Further, a 10% retainage will be withheld from each payment following the mobilization payment. The selected Respondent shall allow enough time for the VIHFA to review and process payment requests, which can take an average of four (4) weeks.

6.0 NUMBER OF AWARDS

The Respondent recognizes that, at the sole discretion of VIHFA and based upon the breadth and experience of respondents to this IFB, VIHFA may decide to award contracts to more than one Respondent, however, VIHFA currently anticipates awarding one prime contract pursuant to this IFB. Nothing in this paragraph shall be construed in derogation of VIHFA's right, in its sole discretion, to cancel this IFB.

7.0 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 VIHFA, 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. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the successful Respondent, to the extent available.

8.0 CONFLICT OF INTEREST

A Respondent submitting a proposal hereby certifies that no officer, agent or employee of VIHFA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of VIHFA; 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 proposals; 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 VIHFA, 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 IFB.

9.0 USE OF SUBCONTRACTORS

The VIHFA shall have a single Prime Contractor and that Prime Contractor shall be responsible for all deliverables specified in the IFB. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. However, Respondent shall acknowledge in its IFB 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 of 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 terms of the contract between the prime Contractor and VIHFA. Unless provided for in the contract with VIHFA, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of VIHFA. Additionally, the subcontractor shall not subcontract for any portion of work they are expected to complete.

The prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by VIHFA.

10.0 BONDING REQUIREMENTS

BID BONDS

For construction contracts exceeding \$750,000.00, bidders may be required to submit a bid guarantee equivalent to 5% of the bid price in the form of a bid bond. The “bid guarantee” shall consist of a firm commitment accompanying a bid as assurance that the Respondent will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

ASSURANCE OF COMPLETION

For construction contracts exceeding \$500,000.00, 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 obligation 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 the execution of 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 is to 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. Use of companies on 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 IFB solicitation.
- Attend the **mandatory** Site Tour. Respondents must attend the Site Tour to be considered for an award.
- Provide complete “Bid Sheet” with a price guaranteed for ninety (90) days and provide the documentation as specified in this IFB solicitation.
- Be a duly licensed General Construction Contractor in the USVI and provide proof a valid USVI Business License.
- Pay all taxes and fees as required by the local and federal statutes.
- Maintain compliance with all permits issued for the project.

- Obtain and provide a copy of 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 “Industry Standard” in each Trade or for the Scope of Work.
- Complete the Scope of Work for the project within time period stated above in Section 3.0 and on the Notice to Proceed, subject to liquidated damages in the amount of \$500.00 for each day after the scheduled completion date.
- Provide project schedule for milestone progress on each home construction.
- Submit timely approval to Construction Manager (CM), in writing for items that need review and approval. Fully guarantee all work under the contract for a period stated above in Section 3.0.
- Remedy and repair any defects in materials or workmanship without expense of the VIHFA, no later than fifteen (15) calendar days after receipt of a written notice of a defect and provide a one-year warranty on such repairs.
- Prepare and submit an application for payment and invoice, based upon a mutually agreed SOV.
- The Respondent must use the lumber in the lumber yard provided by VIHFA.

12.0 VIHFA’S RESPONSIBILITIES

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

13.0 INVITATION FOR BIDS SCHEDULE

The following deadlines are associated with this IFB:

IFB SCHEDULE	DATES and TIMES
IFB Release Date	May 19, 2023
Pre-Bid Conference	May 23, 2023 @ 1:00 p.m.
Estimated Site Visits	May 26, 2023 & May 30, 2023
Deadline to submit written questions	June 2, 2023
IFB Submission Deadline	June 9, 2023 @ 2:00 p.m.
IFB Bid Opening	June 9, 2023 @ 3:00 p.m.

The VIHFA reserves the right to change the IFB schedule by issuing an Addendum at any time. Please note that the IFB timeline includes target dates and may change. It is the responsibility of respondents to periodically review cdbg-dr@vihfa.gov for regular updates to the IFB timeline and other important information, which may alter the terms or requirements of this IFB.

14.0 ISSUING AND PROCURING OFFICE

This IFB is being issued for VIHFA. All general correspondence and inquiries about the IFB should be submitted via email to the Procurement Officer listed below:

Inquiries can be made by e-mail.

Email: nroberts@vihfa.gov

Mark subject line for email “IFB 010-2023-DR-STT/STX”

From the issue date of this IFB until a determination is made regarding the selection of a Respondent, all contacts concerning this IFB must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the Respondent’s package. VIHFA 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 IFB. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information can be given. If VIHFA amends this IFB, the Procurement/Contract Officer will post such notices on its website <https://www.cdbrdr.vihfa.gov/procurement>. After the question deadline, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA’s Procurement/Contract Officer.

VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for any addenda that may be issued. It is the responsibility of the potential respondents to update all contact information and contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the bid package.

15.0 PRE-BID CONFERENCE and SITE TOUR

The VIHFA will conduct a Pre-Bid Conference at **1:00 p.m.** Atlantic Standard Time (“AST”) on **Tuesday, May 23, 2023**. Participants may join the meeting via Zoom at <https://us02web.zoom.us/j/87554392326> **Meeting ID: 875 5439 2326**

A **mandatory site tour** is also scheduled on **May 26th and May 30th, 2023, as stated in Section 13.0 of this solicitation**. A VIHFA-DR Construction Manager will meet all prospective Respondents at the project site. An attendance sheet will be provided at the Site Tour. All prospective Respondents must complete the attendance sheet to confirm attendance.

It is highly recommended that prospective Respondent thoroughly review the requirements of the IFB prior to the Pre-Bid Conference and the **mandatory Site Tour**. All prospective Respondents are required to attend the Pre-Bid Conference and the **mandatory Site Tour**.

16.0 DELIVERY OF BID PACKAGES

All responses to this IFB are to be submitted no later than **2:00 PM AST on June 9, 2023**.

Bid Packages must be emailed to:

procurement@vihfa.gov

The email subject line must be clearly marked “**IFB 010-2023-DR-STT/STX GENERAL CONSTRUCTION SERVICES 3**”.

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

The VIHFA will not consider fax submission of a bid or email submissions received after the deadline and submissions submitted to the wrong email address.

17.0 VIRTUAL BID OPENING

The VIHFA will conduct a virtual Bid Opening at **3:00 p.m.** AST on **June 9, 2023**. Participants may join the meeting via Zoom at <https://us02web.zoom.us/j/84342631061> **Meeting ID: 843 4263 1061**

18.0 FORMAT OF BID PACKAGE

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

- A. IFB Cover Letter** – Complete **Enclosure Document A**.
- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in its submittal. The letter shall also include a statement of understanding for the work to be done. It shall state that the company will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractor, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the bid package will remain in effect for a period of ninety (90) calendar days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**.

E. 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.**

F. Respondent’s Qualifications Statement Form – Complete **Enclosure Document E**. For 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 IFB. At a minimum, one of the three (3) references must be for the prime Contractor.

G. Conflict of Interest – Complete **Enclosure Document F**.

EMAIL #2 – COST

A. COST – All bid pricing must be 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.

a. **Attachment 1- [Bid Sheets](#)**

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

19.0 REQUIRED DOCUMENTS

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

A. Letter of Good Standing if Corporation or Certificate of Existence if LLC - The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company’s Annual Report on June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.

B. Employer Identification Number (EIN) - The successful Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving notice of selection.

C. 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 Five Hundred Thousand (\$500,000.00) Dollars for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

**Virgin Islands Housing Finance Authority
3202 Demarara Plaza Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447**

D. 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.

E. CAGE Number – Each respondent must submit a valid CAGE number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>

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

20.0 SELECTION PROCESS

The VIHFA's Evaluation Committee Panel is responsible for evaluating 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.

21.0 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 give M/WBE firms the opportunity 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 liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future consideration with VIHFA and monetary payments based on the M/WBE goal shortfall.

22.0 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 [HUD-Federal-Cross-Cutting-Measures](#). Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth in the attachment.

23.0 TERMS AND CONDITIONS

This IFB is a request for the submission of proposals but is not itself an offer and shall under no circumstance be construed as an offer.

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

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

VIHFA reserves the right to reject any or all companies, or to terminate the IFB process at any time, if deemed to be in its best interest.

VIHFA reserves the right not to award a contract pursuant to the IFB.

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

The following documents can be found
<https://cdbgdr.vihfa.gov/contractor-resources>

ENCLOSURES

- **Enclosure Document A** **IFB Cover Letter**
- **Enclosure Document B** **Non-Collusive Affidavit**
- **Enclosure Document C** **Debarment Certification Form**
- **Enclosure Document D** **Corporate Document Checklist Form**
- **Enclosure Document E** **Respondent's Qualification Statement Form**
- **Enclosure Document F** **Conflict of Interest**

- **Exhibit 1** **Green Building Retro-Fit Checklist**
- **Exhibit 2** **CDBG-DR Construction Building Standards**

ATTACHMENTS

- **Attachment 1** **Bid Sheets**
- **Attachment 2** **Drawings**