



Date: April 24, 2023

#### Renovation of the Charlotte Kimelman Cancer Institute

#### Invitation No. 001-THRT-T-023(C)

Pursuant to Title 19, Subsection 245 (a) of the Virgin Islands Code, the Government Hospitals and Health Facilities Corporation, hereinafter referred to as GHHFC, The Territorial Hospital Redevelopment Team (THRT) on behalf of the Schneider Regional Medical Center (SRMC) will receive sealed bids for the above-referenced IFB-001-THRT-T-023 (C). Bids must be received no later than June 14, 2023, at 2:00 p.m. ATLANTIC STANDARD TIME and publicly open thereafter via Microsoft Teams Meeting. Bids received after this date and time will not be accepted and included in the reading of the bids publicly.

#### **DESCRIPTION OF WORK:**

The Territorial Hospital Redevelopment Team is seeking bids for IFB-001-THRT-T-023 (C) from qualified and licensed contractors for the renovation of the Charlotte Kimelman Cancer Institute located at 9048 Sugar Estate, St. Thomas VI 00802. The plans and specifications can be further reviewed in **Attachments III and IV**.

**Pre-Bid Conference** will take place on **Tuesday, May 16, 2023**, at 10:00 a.m. at the Charlotte Kimelman Cancer Institute located at 9048 Sugar Estate, St. Thomas VI 00802.

#### **One Mandatory Site Visit is required:**

- 1. The first site visit will occur immediately following the Pre-Bid meeting on **Tuesday**, **May 16**, 2023
- 2. The second site visit will take place on Wednesday, May 27, 2023, starting at 10 a.m. and ending at 11:00 a.m.

Hard copies of this project can be obtained at the Schneider Regional Medical Center (SRMC) at 9048 Sugar Estate, St. Thomas VI 00802 for a non-refundable fee of **One Hundred Fifty Dollars and Zero Cents (\$150.00).** 

#### **PERIOD OF PERFORMANCE:**

The proposed estimated time to complete this project is **Five Hundred Forty-Eight (548)** calendar days.

#### **FUNDING AGENCY:**

FEMA PA and CDBG-DR

#### PROPOSED LIQUIDATED DAMAGES:

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.

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#### **TYPE OF AGREEMENT:**

The THRT anticipates that the resulting contract will be a firm-fixed-price contract. The THRT and JFLH reserve the right to modify and/or terminate the contract if the successful offeror fails to perform in a manner consistent with the terms of the contract.

#### **SUBMISSION OF BIDS:**

All interested parties shall submit their electronic submissions to <a href="mailto:ebids.proposalsTHRT@thrtvi.org">ebids.proposalsTHRT@thrtvi.org</a> no later than Wednesday June 14, 2023, at 2:00 p.m. ATLANTIC STANDARD TIME.

Electronic submissions must include the Company's Name – Solicitation Number, and Due Date in the email's Subject Line—for Example, ABC Company, Inc. – IFB-001-THRT-C-022 (C) – March 16, 2023.

The First Page of each electronic submission must also include Company's Name – Solicitation Number, and Due Date. The second page of each electronic submission must only contain the following words in red font: "CONFIDENTIAL BID SUBMISSION."



All electronic submissions must be received at <u>ebids.proposalsTHRT@thrtvi.org</u>. Where proposals are sent by email, the bidder shall be responsible for their email before the date and time set for the closing of acceptance of proposals. Proposals received after the official deadline will be considered **LATE** and will **NOT** be considered for evaluation. There will be no exceptions.

#### **CONSIDERATION OF BIDS:**

The Territorial Procurement Manager shall represent and act for THRT in all matters pertaining to the scope of work and contract in conjunction therewith. This IFB does not commit THRT to award a contract nor pay any cost incurred in preparing and submitting proposals in anticipation of a contract. THRT reserves the right to reject any or all bids and to disregard any informal and/or irregularity in the bids when, in its opinion, the best interest of THRT will be served by such action. Bids failing to provide the requested information shall be rejected per se.

#### INFORMATION REGARDING BIDDING DOCUMENTS:

The THRT Executive Director reserves the right to reject any or all bids or award the contract to the **LOWEST RESPONSIVE and RESPONSIBLE** bidder. Past performance will be thoroughly checked prior to the awarding of any contract.

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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 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."

#### **Definition of the Elements:**

- a. Responsiveness to the bid specifications:
  - a. Bid must meet all requirements specified therein.
  - b. Bid must not contain any restrictions or qualifications beyond those stipulated.
- b. Responsibility of the Bidder:
  - a. Bidder must have the facilities, technical capabilities, and financial resources to complete the contract in accordance with the terms of the Invitation.
- c. Price reasonableness, "quality offered, delivery terms and service reputation."
  - a. 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.
  - b. Do not promise deliveries you cannot fulfill.
  - c. Past performance will be thoroughly checked prior to awarding any contract.

Bidding Documents include the Public Notice, this Invitation for Bid, the Bid Sheet, Instruction to Bidders, Contractor's Qualification Statement, Condensed Current Financial Statement, Non-Collusion Affidavit Form, the Contract, Notice to Bidders Checklist, Bid, Performance and Payment Bonds, General Provisions, Plans, and Specifications. All of these are incorporated into this package.

Each bidder must complete the following forms in accordance with the instructions on each form and submit the completed forms within the bid package. The following forms are hereby made part of this Invitation and incorporated herein as fully and effectively as set forth in the details below:

- 1. Notice to Bidders Checklist
- 2. Bid Sheet
- 3. Contractors Qualification Statement Form
- 4. Condensed Current Financial Statement Form
- 5. Non-Collusion Affidavit Form
- 6. Debarment Certification Form
- 7. Certification of Information
- 8. Women & Minority Owned Business Enterprise Participation Plan Form
- 9. Bid Bond Form
  - a. Bid Guarantee as provided for in Form in the amount of **Five Percent (5%)** of the Contract Price, and
  - b. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check, or Irrevocable Letter of Credit.
- 10. Amendment to the Solicitation Acknowledgment Form

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#### **Corporate Documents:**

The following documents listed a. through e. are required to be submitted with your bid package to meet the responsiveness of the Invitation for Bid. Failure to submit the required documents may be grounds for bid packages to be deemed non-responsive.

- a. Current Business License for services being advertised. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands;
- b. Current trade name registration certificate, if applicable;
- c. Certificate of Good Standing dated July 1, 2022, or later;
- d. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (Limited Partnerships), if applicable; and
- e. Proof of Current Sam.Gov Status.

No Bidder will be allowed to withdraw his bid within thirty (30) calendar days following the date set for the opening.

#### **POST AWARD REQUIREMENTS:**

The successful bidder will be required to meet the following insurance and bonding requirements for executing the contract with the Government.

#### 1. Insurance Requirements

The Contractor shall bear the cost and be maintained fully during the contract term.

- 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:

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

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#### c. Builder's Risk Insurance

vi. Must cover the interests of both the Contractor and the Hospital, which interest the of Hospital shall include property insurance, on an all-risk basis inclusive of windstorms, earthquakes, and floods, to ensure the total replacement cost of materials, fixtures, and equipment used in construction as well as coverage for soft costs, in an amount of at least the Contract Price;

#### d. Commercial Automobile Liability (when applicable):

- vii. Contractor shall carry automobile liability insurance, including all owned, nonowned, scheduled, and hired autos with the following minimum limits and coverage:
  - 1. Combined Single Limit \$1,000,000.00
- viii. Contractor shall provide a Certificate of Insurance reflecting required coverage.

#### 2. BONDS:

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

Performance Bond: 100% of the Contract Price.
Payment Bond: 100% of the Contract Price.

#### ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a proposal in response to this IFB, the Respondent agrees to accept the boilerplate terms and conditions of Government Hospitals and Health Facilities Corporation's (GHHFC) standard Construction Contract, which is attached to this IFB, if the proposer is selected for award. In addition, the Respondent agrees to comply with all legal requirements to contract with GHHFC. (Attachment V)

### MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH THE GOVERNMENT OF THE VIRGIN ISLANDS

1. See attached. (Attachment VI)

THE DOCUMENTS IN THE ATTACHMENT WILL BE REQUIRED FOR APPROVAL OF THE CONTRACT WITH THE SUCCESSFUL RESPONDENT.

#### **DEBARMENT**

By execution of an agreement, the firm certifies that it is eligible to receive grant awards using federally appropriated funds that have not been suspended or debarred from entering into contracts with any federal agency. The firm shall include this provision in each subcontract hereunder and shall

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furnish its Subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT."

In the event the Firm or Subcontractor misrepresents its eligibility to receive grant awards using federal funds, the Firm or Subcontractor agrees that it shall not be entitled to payment for any work performed under the executed agreement and that the Firm or Subcontractor shall promptly reimburse THRT for any progress payments heretofore made.

If, during the term of the executed agreement, the firm shall become ineligible to receive grant awards using federal funds, the agreement shall be terminated forthwith for cause, and the firm shall not be entitled to payment for any work or purchase under the agreement or Subcontractor after the effective date of ineligibility.

#### **TAXES**

The price offered by Offeror(s) shall be the total consideration, including taxes, if applicable. The Offeror(s), if awarded the contract, may be subject to gross receipt taxes, excise taxes, import taxes, or customs duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror(s) unless exempt by law. The Offeror(s) is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority nor its employees or representatives shall be responsible nor liable due to any inquiries or representations regarding the Offeror(s)/Firm's tax liability.

#### **OPEN RECORDS**

Respondents are advised that any and all materials, information, and documentation in any proposal submitted in connection with an RFP or an IFB may become a record of The Facility and be subject to Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires the disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date, however, no court of law has ruled on the application of this law to independent instrumentalities such as THRT." Confidential Information" includes all technical business, personnel, the taxpayer, or other information, including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development, and business activities of the disclosing party and that has been identified as "confidential." Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) generally becomes available to the public (other than by the acts or omissions of the receiving party or its employees): (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party: or (iv) is required to be disclosed pursuant to legal process or regulation.





#### CONTRACT PROVISIONS FOR FEMA OR HUD FUNDING

This Contract may be funded in whole or in part with federal funds administered by the Federal Emergency Management Agency (FEMA) subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (the "Stafford Act") or by local matching funds or other local or federal public sources, including without limitation Community Development Block Grant Disaster Recovery ("CDBG-DR") funds administered by the United States Department of Housing and Urban Development (HUD), and this Contract is accordingly subject to availability and approval of such funding. To the extent the same may be applicable, the Contractor shall comply with all relevant provisions and execute and provide any further compliance certifications and such related documentation as may be appropriate or mandated under local and federal law, regulations and implementing guidance as well as all program-specific requirements as administered by FEMA, HUD, the Virgin Islands Territorial Emergency Management Agency (VITEMA), the Office of Disaster Recovery of the Virgin Islands Public Finance Authority, the Virgin Islands Housing Finance Authority (VIHFA), or other relevant local or federal administering agency in connection with Stafford Act or CDBG-DR funding and any related or supplemental federal or local funding, as the same may be revised and updated from time to time, including but not limited to relevant provisions of 2 C.F.R. Part 200, as well as the specific compliance requirements and flow-down clauses set forth in Appendix II of 2 C.F.R. Part 200, along with the additional terms and conditions of **Addendum V** (FEMA Rider) and Addendum VI (HUD Rider), both of which are attached to the Construction Contract Template (Appendix V).

#### **APPENDICES**

Appendices A through J must be filled out and returned with your package for consideration of bid submission.

#### **ATTACHMENTS**

Attachment I through IX provides guidance and information that you will need to assist with completing your bid fee sheet and doing business with the Government of the Virgin Islands. Please pay particularly close attention to Attachments III and IV.

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#### PAYMENT PROCESS USING DISASTER RECOVERY FUNDS (FEMA AND CDBG-DR):

- 1. Contractor Prepares Payment Application (Pay App)
  - a. Schedule of values less 10% retainage

Example:

Pay App total = \$100.00

10% retainage = (\$10.00)

Total payment due vendor = \$90.00

Contractor submits invoice of =\$90.00

- 2. Hospital processes payment amount of \$90.00 and submits to VITEMA
- 3. VITEMA approves payment amount of \$90.00. Pursuant to the 90/10 (FEMA/Local GVI Match)
  - a. Payment is further split as follows:
    - i. 90% Federal Funds =\$81.00
    - ii. 10% Local Match (CDBG Funds)= \$9.00 (payment will be made once the project is 50% completed)
- 4. VITEMA submits the payment amount to the Department of Finance (DOF) for issuance of payment in the amount of = \$81.00
- 5. DOF issues check to the Hospital in the amount of \$81.00
- 6. Hospital issues check directly to the Vendor for = \$76.95 (95% of the \$81.00)
- 7. Hospital issues check to Bureau of Internal Revenue (BIR)on behalf of the Vendor for =\$4.05 (5% GRT)

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Date:

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#### APPENDIX A

## GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION NOTICE TO BIDDER CHECKLIST (Construction Contract)

	ESPONDENT
	ompany Name: Idress:
	ensure the submission of complete bids and to avoid omissions that could result in your bid ing non-responsive, please check each of the following:
<ul><li>3.</li><li>4.</li></ul>	Have you rechecked your estimates? Are all items and amounts included? □Yes  Have you entered the bid amount in the proper space provided on the Bid Form? □Yes  Have you submitted all of the required corporate listed in section D? □Yes  Have you completed all Alternates, Separated Prices, and Unit Prices (if any) on the Bid Form?
6.	□Yes  Have you acknowledged receipt of all amendments (if any) issued to the specification and included with your package? □Yes
8.	Did your list of subcontractors meet all applicable qualification requirements?    Tyes  Did you fill out the actual bid bond form provided in this package?    Yes  Does your bid guarantee conform to the requirements of the Invitation for Bids and Instructions
10	to Bidders? □Yes  Have you read the clause "Termination for Default- Damages for Delay-Time Extensions,"  General Provisions on delays and damages? □Yes  a. Submission and acceptance of your bid commit you to complete your contract within the specified time. The contract will assess liquidated damages for each day's delay beyond the contract time, for which a time extension is not granted.
11	. Have you familiarized yourself with the GVI Gross Receipt Tax withholding process when federal funds may be used in part or whole to fund this project? <b>\(\Delta\)Yes</b>
12	. Have you familiarized yourself with the applicable contracting provision covering Utilization of Small Business Concerns and the Small Business Subcontracting Program? <b>\(\Delta\)Yes</b>
	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 mail ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which POSTMARKED RECEIPT has been obtained.
RI	ESPONDENT 'S AUTHORIZED REPRESENTATIVE
	me:

Signature:





#### APPENDIX B BID FEE SCHEDULE

The Respondent shall complete and submit this Fee Schedule. The proposed Fee Schedule shall provide a fixed price for all services associated with each line item of the Renovation of the Charlotte Kimelman Cancer Institute.

*Allowances:	The allowances for each line item identified on this bid sheet shall be included in the bidder's Base Bid amount. For line items 1.01-A,				
	4.06, 2.00-2A, 2.00-2B, 2.00-2C, and 2.00-2D, if the a	lowances are less than the allotted amount, a credit will be issued to the Government			
	Hospital Health Facilities Corporation (GHHFC) via a change order for the difference between the actual cost and the allowance.				
	In the event that the work exceeds the allotted allowance, the contractor shall pay for this work without any increase cost to GHHFC.				
	The use of allowances for Sections 1.01-A, 2.00-2A, 2.00-2B, 2.00-2C, and 2.00-2D shall be described below:				
	1. The cost of the Virgin Islands	Waste Management (VIWMA) Tipping Fees shall be evidence by submission			
	of a detailed accounting	of fees associated with the demolition work.			
	2. If the cost of VIWMA Tipping	Fees and disposal process are less than the allotted allowance, a credit will			
	be issued to GHHFC via a	change order for the difference between the actual cost and the allowance.			
	3. If the cost of VIWMA Tipping Fees and disposal process work exceeds the allowance the contractor shall				
	pay for this work without	any increase in the cost to GHHFC.			

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#### APPENDIX B BID FEE SCHEDULE

The Respondent shall complete and submit this Fee Schedule. The proposed Fee Schedule shall provide a fixed price for all services associated with each line item of the Renovation of the Charlotte Kimelman Cancer Institute.

	PROJECT: Scope of Work for Renova	ation of the Charlot	te Kimeiman Cancer	mstitute	
Item No	Description of Work	Unit	Unit Value	Quantity	Scheduled Value
		AILED BID SHEET			
	Facility Size	Sq Ft		23,681	
1.00	General Requirements				
1.01-A	Permitting Costs	*Allowance		1	
1.01	Infection Control Requirements				
2.01	Temporary Barriers and Seals at Doors	Fixed Cost		1	
2.02	Exhaust Fans, Filters, Pressure Monitors	Fixed Cost		1	
1.02	Temporary Facilities and Controls				
3.01	Temporary Office	Fixed Cost		1	
3.02	Contractor Toilets and Sanitization Facilities	Monthly		12	
3.03	Fall Protection	Fixed Cost		1	
3.04	Storage and Staging Rental as Required	Monthly		12	
3.05	Equipment Rental as Required	Monthly		12	
1.03	Temporary Environmental Controls				
4.01	Water Proofing at Exterior	Fixed Cost		1	
4.02	Cleaning	Fixed Cost		1	
4.03	Pest Control	Fixed Cost		1	
4.04	Duct protection	Fixed Cost		1	
4.05	Temporary Power/Fans as required	Fixed Cost		1	
4.06	Abatement as required	*Allowance		1	
2.00	Existing Conditions			_	
F2010	Building Elements Demolition	SF		2,694	
G1020	Site Demolition and Relocation	-		-	
2A	Disposal On-Island per Local Requirements (Non-				
27	Hazardous)	*Allowance		1	
2B	Disposal On-Island per Local Requirements	Allowance		1	
20	(Hazardous)	*Allowance		1	
2C	Disposal Off-Island per Local Requirements (Non-	Allowance		1	
20	Hazardous)	*Allowance		1	
2D	Disposal Off-Island per Local Requirements	rinowaniec		<u> </u>	
20	(Hazardous)	*Allowance		1	
3.00	Concrete	Amowaniec		_	
A1010	Standard Foundations	-		-	
A1010	Slab on Grade	SF		8,089	
B1010	Floor Construction	SF		2,133	
B1010	Roof Construction	SF		5,184	
C2010	Stair Construction	SF		162	
G2040		SF		716	
	Site Development	31		710	
4.00 R2010	Masonry Exterior Walls	SF		1,989	
B2010		SF SF		621	
G2040	Site Development	ЭF		UZI	
5.00	Metals  Chandrad Foundations	-		-	
A1010	Standard Foundations				
B1010	Floor Construction	SF		2125	
B1020	Roof Construction	SF		5181	
B2010	Exterior Walls	-		-	
C1010	Partitions	-		-	
G2040	Site Development	-		-	
6.00	Wood, Plastics, and Composites	-		<b>-</b>	
C1010	Partitions	SF		76,003	
7.00	Thermal and Moisture Protection				
C1010	Standard Foundations	SF		54	
Item No	Description of Work	Unit	Unit Value	Quantity	Scheduled Value
8.00	Openings				

B2020	Exterior Windows	SF		79		
B2030	Exterior Doors	SF		80		
C1020	Interior Doors	SF		826		
9.00	Finishings					
B1020	Roof Construction	SF		25,272		
C2020	Stair Finishes	SF		126		
C3010	Wall Finishes	SF		6,975		
C3020	Floor Finishes	SF		26,667		
C3030	Ceiling Finishes	SF		22,428		
12.00	Furnishings	<u> </u>		22,120		
E2010	Fixed Furnishings	_		-		
E2020	Movable Furnishings- Aquarium	_		_		
21.00	Fire Suppression					
D4090	Fire Suppression System	SF		26,665		
22.00		31		20,003		
	Plumbing	SF		26,665		
D010 D2020	Plumbing Fixtures	SF		· · · · · · · · · · · · · · · · · · ·		
	Domestic Water Distribution	SF		26,665		
D2030	Sanitary Waste	SF		26,665		
D2040	Rain Water Drainage	SF.		25,272		
23.00	Heating, Ventilation, and Air Conditioning	65		26.665		
D3030	Cooling Generating Systems	SF		26,665		
D3040	Distribution Systems	SF		26,665		
D3060	Controls and Instrumentations	SF		26,665		
D3090	Other HVAC Systems and Equipment	SF		14,288		
26.00	Electrical					
D5010	Electrical Service and Distribution	SF		26,665		
D5020	Lighting and Branch Wiring	SF		26,665		
D5090	Other Electrical Systems	SF		26,665		
27.00	Communications					
D5030	Communications and Security	SF		26,665		
28.00	Electronic Safety and Security					
D5030	Communications and Security	SF		26,665		
D5090	Other Electrical Systems	SF		26,665		
31.00	Earthwork					
A1010	Standard Foundations	SF		5,854		
6.00	Other Costs					
6.01	General Conditions			5%		
6.02	Other Anticipated Costs not included above.					
	Contractor to provide description of these items as					
	part of bid.			0%		
			Total Initial Cost of Bas	se Bid		
			Cost of Overhead	15%		
			Cost of Profit	10%		
			Cost of Contingency	5%		
	Grand Total Cost of Project					
Licensed Contractor						
		Date				
	ndersigned Contractor acknowledges that the quantities inc		Bid Sheet are estimated	values. It is the		
	responsibility to ascertain that the required materials and					
	s responsibility to ascertain that the required materials and s a discrepancy between what the Contractor estimates is re	-				

Note: The undersigned Contractor acknowledges that the quantities included on the Bid Sheet are estimated values. It is the Contractor's responsibility to ascertain that the required materials and quantities are included in the Bid Sheet in the event that there is a discrepancy between what the Contractor estimates is required to complete said project. Any discrepancies in values or material required must be identified at the time of the Pre-Bid meeting. Once the contract is executed, the Contractor will be required to complete the project base on the selected bidder's contractual agreement cost.





#### **APPENDIX C**

#### **Construction Contractor's Qualification Statement**

Naı	me of License Holder:				
Na	me of Company/DBA (if any):				
Leg	gal Status: (check one) □Corporation	$\Box$ LLC	□Sole Proprietorship	□Partnership	
Bu	siness Location (office):				
Ma	iling Address:				
Off	fice Number:Ce	l Number:	E-mai		
	ebsite address (if any):				_
	pe of License(s)				
	w many years of experience in constru- ntractor and as a sub-contractor	ction work	has your organization ha	d? As a general	
the	mber of Construction Management Serse Contracts \$				rage value of
	you have a plan to use Subcontractors	? □Yes □]	No If yes, fill in the provi	ded space below.	
Lis	t your current Sub-Contractor under Co	ontract (Co	ntractor's Company Nam	ne), Contact Number a	and
Per	centage of Subcontracted work:				
1)	Sub-contractorSub-contractor		Contact Number:	%	
2)	Sub-contractor		Contact Number:	<u></u> %	
3)	Sub-contractor		Contact Number:	% 	
(If y	vou have more subcontractors, please list	them on a se	eparate sheet)		
	t your current Projects under Contract	(Project Ti	tle or Clients Name), Val	ue (Contract Value) a	nd
Per	centage of Completion:				
1)	Client Name Client Name Client Name Client Name		Value:	%	
2)	Client Name		Value:	%	
3)	Client Name		Value:	%	
(If)	you have more contracts, please list them o	n a separat	te sheet)		
	s any officer or partner of this company			een fired, sued by one	e of your
	ents, and/or found in default of contrac				
	es, explain on another sheet if a Perform	nance Bond	d or other means were used	d to resolve the issue a	nd the
	cumstances and the outcome.				
	e there any, Claims, Arbitration, Judgn	ients, or Li	ens against any officer or	partner of this compa	any? □Yes
$\square N$					
If y	es, explain on another sheet the circums	ances and o	outcome.		
	t three references that can be contacted				ilar jobs:
1)	Reference Name		Contact Number		
2)	Reference Name		Contact Number		
3)	Reference Name		Contact Number		
	Solicitation No.: IFB-001-THRT-T-023-(C) Re	novation of th	e Charlotte Kimelman Cancer	Date: 4/24/2	2023

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Date: 4/24/2023

xplain your p	olan or layout fo	r performing the propo	osed work.			
ist the equip	ment that you ha	ve available for this pr	roject.			
Quantity	Item	Description, Size, Capacity, etc.	Condition	Years of Service	Present Location	
		ase list it on a separate s		l l		
		e above information is r otherwise verify the			GHHFC permission	to con
lame and Titl	e of Authorized	Representative:				<u>-</u>
ignature				_	Date	-
		before me on the Isla , 2023, by _				egal age
		(Trade or	r Corporation	<u>)</u>		
and pers	onally, known to	*	1	,		
(SEAL)		_			4.	
				Notary Pub	olic	





Date: 4/24/2023

## APPENDIX D Condensed Current Financial Statement

Condition at Close of Business — Date		
ASSETS	Dollars	Cents
1. Cash		
(a) on hand \$		
(b) In Bank \$		
(c) Elsewhere \$		
(d) Total Cash \$		
2. Notes receivable (a) Due within 90 days		
(b) Due afterdays		
(c) Past due		
3. Accounts receivable from completed contracts, exclusive of claims not		
approved for payment		
4. Sums earned on uncompleted contracts as shown by Engineer's or		
Architect's estimate		
(a) Amount receivable after deducting retainage		
(b) Retainage to date due to upon commencement of Contracts		
5. Accounts receivable from source other than commencement of		
Contracts		
6. Deposits for bids or other guarantees:		
(a) Recoverable within days		
(b) Recoverable after days		
7. Interest accrued on loan, securities, etc.		
8. Real estate (a) Used for business purposes		
(b) Not used for business purposes		
9. Stocks and Bonds		
(a) Listed – present market value		
(b) Unlisted – present value		
10. Materials in stock not included in Item 4		
(a) For uncompleted controls (present value)		
(b) Other materials (present value)		
11. Equipment, book value		
12. Furniture and fixtures, book value		
13. Other assets		
TOTAL ASSETS		
LIABILITIES		
1. Notes payable		
(a) To banks regular		
(b) To bank for certified checks		
(c) To others for equipment obligations		
(d) To others exclusive of equipment obligations		
2. Accounts payable (a) Not past due		
(b) Past due		
3. Real Estate encumbrances		
4. Other Liabilities		
5. Reserves		





Date: 4/24/2023

(a) Common
TOTAL LIABILITIES
CONTINGENT LIABILITIES  . Liability on notes receivable, discounted or sold
LIABILITIES
Include all amounts owing subcontractors for all work in placed and accepted on completed and uncomplet contracts, including retainage.  This is to certify that the information herein reported is to the best of our knowledge, true and accurate.
Name of Company
Print Name
Signature
Telephone Number / Cell Phone Number





Date: 4/24/2023

#### **Appendix E**

#### **Certification of Information**

The undersigned, on behalf of the company named below, hereby represents and certifies to the best of their knowledge that:

- The information in the enclosed response is accurate and truthful regarding this Invitation for Bid 001-THRT-T-023(C).
- Compliance with all applicable laws, regulations, or ordinances of applicable Federal, State, Territorial, and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or in cooperation with any other company or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this invitation for bid unless fully disclosed in the response.
- They have examined the Invitation for Bid and related documents. They hereby submit the following Bid for 001-THRT-T-023 (C) and do everything necessary to complete the work according to said documents required.
- The individual signing this form is an officer of the Firm and is authorized to sign agreements on behalf of the company.
- They agree to commence work under this contract within ten (10) days of receipt of the written "Notice to Proceed" from THRT and complete the entire work of the contract as specified substantially.
- This bid shall hold for and may not be withdrawn for a period of thirty (30) calendar days from the bid due date.
- They have received all amendments to the Invitation for Bid, all of the provisions and requirements of which amendments have been considered in the preparation of this Bid.
- No claim will be made on account of any increased wage, scale, material prices, taxes, insurance, cost indexes, or material prices.
- THRT reserves the right to reject any or all bids and to waive any formality in the bidding.

Date:	







Date: 4/24/2023

Signed:				
Name:				
Title:				
Name of Firm:				
Organized as a	(mark one):			
So	le Proprietorship	Partnership	Corporation Und	er the
Law of the Sta	te of:			
Legal Address	:			
Telephone:				
Facsimile:				
Web:				

If a corporation indicates the state of incorporation is a partnership, enumerate all partners. Current, valid Insurance Certificates and Union Cards for all trades are required for this project. They must be forwarded to the Vice President of Territorial Capital Projects for file record following award.





#### **APPENDIX F**

#### **Women & Minority Owned Business Enterprise Participation Plan**

D.1 Subcontractor Participation Plan				
Check one: □Initial Plan □Amended Plan				
This form aims to ensure that appropriate planning and consideration go into the subcontractor utilization process and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit it with the proposal package.				
I affirm the following statements are true and accurate:				
I have read and understood the MWBE requirements of the project.				
I will make and thoroughly document good faith efforts to meet MWBE requirements.				
This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.				
I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.				
Upon request, I will provide the Virgin Islands State Division of Homeland Security and Emergency Services (DHSES) with proof of payments made to subcontractors.				
FOR CONSTRUCTION CONTRACTS ONLY				
I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received before the subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting part of its work, it must submit a Self- Perform Statement instead of a plan.				
Authorized Person:				

Solicitation No.: IFB-001-THRT-T-023-(C) Renovation of the Charlotte Kimelman Cancer Date: 4/24/2023





Date: 4/24/2023

#### **Subcontractor Information**

Business	MWBE	Award	Services to	Anticipated
Name	Certified	Amount	be Provided	Start Date
	(Y/N)			

#### **D.2 Intent to Perform as Subcontractor**

Resp	ondent/ Prime	Contractor Firm	Subcontractor		
Name			Name		
			Address		
Address					
Phone			Phone		
Federal Id	Federal Id		Federal Id		
Number			Number		
Contract/RFP Number					
Projected Start Date					
Projected Completion Date					
Work to be Performed					
Price of Work	to be			_	
Performed					

#### Certification

The Contractor Firm at this moment commits to hiring the Subcontractor, and the Subcontractor at this moment affirms its intent to participate in the project. The firm must notify THRT of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for applying any applicable criminal and/or civil penalties for perjury.





Date: 4/24/2023

Prime Contractor Firm Signature	Date
Prime Contractor Firm Title	
Subcontractor Signature:	Date
Subcontractor Title	
D.3 Self-Perform Statement	
must be reported by filling out the Subcontractor Contractor Firm. If your business is self-perform authorized representative must sign below and subr	ness Enterprise (MWBE) goals. Any subcontracting Participation Plan and submitting it to your Prime ring all the work assigned under this contract, an mit it to your Prime Contractor Firm. Signing below and subcontracting does occur, a Subcontractor else, payment may be withheld.
I have read and understand the above st business) assigned to it by (Prime Contractor Firm)	tate, and I affirm that business (name of will be executing 100 percent of the work under the (Project Location name) Redevelopment
Project, and thus will not be subcontracting any we	(Project Location name) Redevelopment ork.
Authorized Signature:	Date:
Print Name:	
Title	





# APPENDIX G GOVERNMENT OF THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION NON-COLLUSION AFFIDAVIT

0
being duly sworn, deposes and says that –
He is [owner, partner, officer, representative, or agent] of
<ul> <li>the Respondent that has submitted that attached bid;</li> <li>He is duly informed respecting the preparation and contents of the attached bid and of all pertinent</li> </ul>
<ul> <li>circumstances respecting such bid;</li> <li>Such bid is genuine and is not a collusive or sham bid;</li> <li>Neither the said Respondent nor any of its officers, partners, owners, agents, representatives</li> </ul>
employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive of sham bid in connection with the contract for which the attached bid has been submitted or to refrai
from bidding in connection with such contract, or has in any manner, directly or indirectly, sough
by agreement or collusion or communication or conference with any other Respondent, firm of person to fix the price or prices in the attached bid or of any other Respondent, or to fix any overhead
profit or cost element of the price or the bid price of any other Respondent, or to secure through an collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of
the Virgin Islands or any person interested in the proposed contract; and
The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion.
conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents
representatives, owners, employees, or parties in interest, including this affiant.
Signature of Affidavit
SUBSCRIBED AND SWORN to before me this, day of

Solicitation No.: IFB-001-THRT-T-023-(C) Renovation of the Charlotte Kimelman Cancer Institute Page | 22





Date: 4/24/2023

#### APPENDIX H

#### **GVI Debarment Certification Form**

### GOVERNMENT OF THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION

#### DEBARMENT CERTIFICATION FORM

# Certification Regarding Debarment, Suspension, and Ineligibility

- By submission of this solicitation, the Respondent certifies 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 any Federal department or agency.
- 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 THRT may also exercise any other remedy available by law.
- 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 day of, 2023, by	
(Trade or Corporation	1)
and personally, known to me.	
(SEAL)	
	Notary Public

Solicitation No.: IFB-001-THRT-T-023-(C) Renovation of the Charlotte Kimelman Cancer







Date: 4/24/2023

#### **APPENDIX I**

**Bid Bond Form** 

			BID BON	D			DATE BOND EXE Opening date)	CUTED (M	ust not be later than bid		
(See instruction on reverse)						ppermig date,			OMB NO	0.: 9000-0045	
sour	ces, gathering	and maintai	ning the data need	ed, and comple	eting and rev	viewing the c	ollection of inform	nation. Še	the time for reviewing in	this burden	estimate or any othe
aspe 204		ction of info	ormation, including	suggestions for	reducing thi	is burden, to	the FAR Secretar	iat (MVR),	Federal Acquisition Police	cy Division, (	3SA, Washington, DC
PRI	NCIPAL (Legal r	ame and bu	ısiness address)						TYPE OF ORGANIZATION	ON ("X" one	<del>)</del>
									INDIVIDUAL	Ш	PARTNERSHIP
									JOINT VENTURE		CORPORATION
									STATE OF INCORPORA	TION	
SUF	RETY(IES) (Nam	e and busin	ness address)								
		PENA	AL SUM OF BO	ND		_			IDENTIFICATION	l	
OF		211/2	AMOUNT NOT TO		losuso.	BID DATE		INVITATIO	N NO.		
PRIC	CE MILLIO	ON(S)	THOUSAND(S)	HUNDRED(S)	CENTS		_				
						FOR (Coi Supplies	nstruction, ,or Services)				
OBL	IGATION:										
Sur pur Prir	eties are corpose of allow	porations ving a join payment	acting as co-sure at action or action	eties, we, the ons against a	e Sureties, iny or all o	bind ourse of us. For	lves in such su all other purpos	m "jointly ses, each	sors, jointly and sever and severally" as w Surety binds itself, is indicated, the limi	ell ás "sev jointly and	erally" only for the severally with the
COI	NDITIONS:										
The	Principal has	submitte	d the bid identifi	ed above.							
THI	EREFORE:										
acc bid to	eptance (sixtas as accepted	ty (60) da within the further c	ys if no period is e time specified (	specified), eten (10) days	executes the sif no perior	ne further o od is specifi	contractual doc ied) after receip	uments a ot of the f	tified above, within the and gives the bond(s) forms by the principa y cost of procuring	required b I; or (b) in	by the terms of the the event of failure
Prir	ncipal máy gr	ant to the	Government. N	otice to the s	surety(ies) o	of extensio	n(s) are waived	. Howev	s) of the time for ac ver, waiver of the not eptance of the bid.		
WI	TNESS:										
The	e Principal and	d Suretv(ie	es) executed this	bid bond and	l affixed th	eir seals on	the above date	e.			
						PRINCI					
		1.			2.			3.			
SI	IGNATURE(S)										
		1		(Seal)	0		(Seal			(Seal)	Corporate
	NAME(S) & TITLE(S)	1.			2.			3.			Seal
	(Typed)										
		Ta			INDI	VIDUAL S	URETY(IES)				
SI	IGNATURE(S)	1.					2.				
NAME(S) 1.		1.	(Seal)			<i>(eal)</i> 2.				(Seal)	
	(Typed)										
					CORF	PORATE S	URETY(IES)	INC	LIADILITY LIMIT (A)	_ <del></del>	
_	NAME & ADDRESS						STATE OF	INC.	LIABILITY LIMIT (\$)		
TY A		I.  SIGNATURE(S)  NAME(S) & 1.				2.				Corporate	
SURETY	NAME(S) &					2.				Seal	
S	TITLE(S) (Typed)										

8	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY	SIGNATURE(S)	1.	2.	Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
ပ	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.		
ш	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
SU	NAME(S) & TITLE(S) (Typed)	1.	2.		
ш	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
SU	NAME(S) & TITLE(S) (Typed)	1.	2.		
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal
SU	NAME(S) & TITLE(S) (Typed)	1.	2.		

#### **INSTRUCTIONS**

- 1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., e.g., 20% of the bid price but the amount not to exceed dollars).
- 4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 6. Type the name and title of each person signing this bond in the space provided.
- 7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."





Solicitation No.: IFB-001-THRT-T-023-(C) Renovation of the Charlotte Kimelman Cancer Institute Page  $\mid$  25

Date: 4/24/2023





Date: 4/24/2023

#### Appendix J

#### **Amendment Acknowledgment**

RESPONDENT	
Name:	
Address:	
Tax Identification #:	
	N.T.
RESPONDENT 'S CONTACT PERSON	
Name: Title:	
Telephone:	
SCHEDULE OF AMENDMENTS	1 44 4 IFD D 1 1 1 0 1
	mendment to the IFB Package hereinafter named
	declare that (I) or (We) accept these Amendments
and that every change is included in this p	Toposai.
Amendment Number	Date
	<b>D</b> .
Amendment Number	Date
Amendment Number	Date
Amendment Number	Date
RESPONDENT 'S AUTHORIZED REI	PRESENTATIVE
Name:	
Title:	
Signature:	Date: