

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Page 2)

STATE OF _____)
)
)
COUNTY OF _____)
)
)

SS:

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States (a Resident Alien who has declared his intention to become a Citizen of the United States,) and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the Government of the Virgin Islands to accept me as surety on the attached bond.

MY NAME (first, middle, last)	MY ADDRESS (street and number, city and State)
-------------------------------	--

TYPE AND DURATION OF MY OCCUPATION	NAME OF MY EMPLOYER
------------------------------------	---------------------

MY BUSINESS ADDRESS (Street and number, city and State)	Amount I am worth in Real Estate and Personal Property over and above (1) All my debts and liabilities owing and incurred. (2) Any property exempt from execution (3) Any pecuniary interests I have in the business of the principal on said bond. And (4) Any interest I have in any so-called community property.
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LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE (not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)

FAIR VALUE OF SUCH REAL ESTATE	ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES
--------------------------------	--

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE. THERE BEING NO OTHERS (if none, so state)

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF	Amount I am worth in Real Estate and Personal Property over Personal property subject to execution and sale. This amount being additional to the real estate above described
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THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

ALL OTHER BONDS ON WHICH I AM SURETY (state character and amount of each bond; if none; so state)

MY SIGNATURE AS SURETY

Subscribed and sworn to before me this date at _____

OFFICIAL SEAL

(Signature)

(Title of official administering oath)

(Date)

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, that the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (typewritten)

SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stockholdings therein. Sureties, if individuals, shall be citizens of the United States or Resident Aliens who have declared their intention to become United States Citizen.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, under Oath by two persons not related to the surety.

5. By signing this affidavit, the individual surety agrees to assign to the Government of the Virgin Islands as security for performance by the Principal such real and/or personal property as the Government of the Virgin Islands shall designate having a fair market value of three times the bonded amount.

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public

Give Condensed Current Financial Statement

Condition at Close of Business —	Date		Dollars	Cents
ASSETS				
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				
6. Capital stock paid up (a) Common	(b) Common			
	(c) Preferred			
	(d) Preferred			
7. Surplus (net worth) Earned \$.....	Unearned \$.....			
TOTAL LIABILITIES				

GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.

CONTINGENT LIABILITIES			
1. Liability on notes receivable, discounted or sold			
2. Liability on accounts receivable, pledged, assigned or sold			
3. Liability s bondman			
4. Liability as guarantor on contracts or on accounts of others			
5. Other contingent liabilities			
TOTAL CONTINGENT LIABILITIES			

include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted 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

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR:

ADDRESS:

DATE:

TEL. NUMBER:

CELL. NUMBER:

1. Introductory letter about the company:

(a) Number and Type of Employees

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

(a) As a Construction Contractor

(b) As a Sub-Contractor

3. List the construction contracts your organization has under way on this date:

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

4. List contracts your organization has completed in the past three years:

Contract Amount	Class of Work	Completed	Location	Name of Owner

5. Have you ever failed to complete any work awarded to you?

If so where and why?

6. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? If so, state name of individual, other organization and reason therefore

7. 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

8. In what other lines of business are you financially interested?

12. The work, if awarded to you, will have the personal supervision of whom?

.....
.....

13. Do you intend to do the transportation on the proposed work with your own equipment?

.....
.....

14. If you intend to sublet the transportation or perform it through an agent, state estimated amount of sub-contract or agent's contract, and, if known, the name and address of sub-contract or agent, amount and type of his equipment and financial responsibility.

.....
.....
.....

15. Do you intend to do grading and foundation work with your own forces?

If so, give type of equipment to be used.

.....
.....
.....

16. 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.

.....
.....
.....

17. Do you intend to sublet any other portion of the work? If so, state percentage of work of sub-contractor, and if known, the name and address of the sub-contractor, amount and type of equipment and financial responsibility

.....
.....

.....

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

.....

.....

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

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



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Version 11/9/2020(2)
Delete this Page when preparing Contracts

**For 100% Locally Funded Contracts – No Cost Share, No Partial Federal Contribution –
No CDBG, No FEMA PW – 100% Local Funding**

Valued \$1,000,000.00 or Less



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CONSTRUCTION CONTRACT

THIS AGREEMENT is made this ____ day of _____, 20__, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and **[Insert Contractor's Name or Company Name as it appears on Articles of Incorporation/ Formation Documents]** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the **[Insert Project Description]** in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in *Addendum I*, (Scope of Work), *Addendum II* (General Provisions and Warranties together with the additional General Provisions – Construction), *Addendum III* (Termination of Contracts), and *Addendum IV* (Compensation) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate within **number of days in words (# of days)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of **[insert contract price in words (contract**



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price in numbers)] in accordance with the provisions set forth in Addendum IV (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, **[insert liquidated damages in words (liquidated damages in numbers)]** for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. RECORDS

The Contractor will present documented, precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government's request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT



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The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as



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the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement..

17. TERMINATION

Either Party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination. The attached "Addendum III-Termination of Contracts for the Convenience of the Government" is hereby fully incorporated herein by reference and is made a part of this agreement.

18. PARTIAL TERMINATION

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable by providing ten (10) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days' notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any



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- agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity; and
 - (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract is upon the execution by the Commissioner of the Department of Property and Procurement.

22. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas, Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas USVI 00802

Head of User Agency Name
User Agency's Title
User Agency Name
User Agency's Address
User Agency's City, State, Zip Code

CONTRACTOR

Contractor's Name
Contractor's Title
Contractor's Name or Company Name
Contractor's P. O. Box
Contractor's City, State, Zip Code



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23. LICENSURE

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. CONTRACTOR'S REPRESENTATIONS

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal Notice to Proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

25. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it nor its officers, agents or employees has employed no person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it nor its officers, agents or employees has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that it nor its officers, agents or employees has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.



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26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

27. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

28. OTHER PROVISIONS

Addendum I (Scope of Work), Addendum II (General Provisions and Warranties), Addendum III (Termination of Contracts), and Addendum IV (Compensation) attached hereto are hereby incorporated by reference and made a part of this contract.

29. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. **(For contracts small contracts valued under \$100,000, insurance limits up to \$100,000 are acceptable)**
- (b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

30. PAYMENT AND PERFORMANCE BONDS



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The Contractor shall comply with the following minimum bonding requirements:

- (a) A performance bond to secure Contractor’s obligations and performance under the contract for 100% of the Contract price; and
- (b) A payment bond to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract for 100% of the Contract price; or
- (c) In case of preferred bidders only, any allowable form of guaranty allowed under 31 V.I.C. § 236a and as approved by the Commissioner of the Department of Property and Procurement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Date: _____

Head of User Agency Name
Title
User Agency Name

Date: _____

Anthony D. Thomas
Commissioner
Department of Property and Procurement

CONTRACTOR

Date: _____

Contractor’s Name, Title
Contractor’s Company Name

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
AT THE DEPARTMENT OF JUSTICE BY: _____



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Date _____

Purchase Order No.



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Addendum I (include each addenda on a separate sheet of paper)

Scope of Work

Addendum II

General Provisions and Warranties

Additional General Provisions - Construction

Addendum III

Termination of Contracts



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Addendum IV *Compensation*

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Contractor **[Insert Contractor's Name or Company Name]** in accordance with Clause 7 (Payments to Contractor) of the General Provisions.

The parties agree that the sum to be paid under this contract is **[Insert Contract price in words]** **[(Insert Contract price in numbers)]**. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government's request, any other documentation the Government deems necessary.