

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

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DEPARTMENT OF PROPERTY AND PROCUREMENT

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INVITATION FOR BIDS

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Invitation No. IFB059DOET20 (C)

Date: September 22, 2020

Pursuant to Laws of the Government of the Virgin Islands, sealed bids in Quintuplicate (5) copies (1) original and (4) copies, for the work described herein will be received no later than Wednesday, October 21, 2020, at 10:00 a.m. at the Department of Property and Procurement and **publicly open** on Friday, October 23, 2020, at 10:30 a.m. Bids can be submitted at the address: 8201 Subbase, 3rd Floor, St. Thomas, Virgin Islands 00802 or via Email submission at ebids_proposals@dpp.vi.gov

Description of Work and Project Number: IFB059DOET20 (C)- Playground and Basketball Court Renovation at the Ulla Muller Elementary School on St. Thomas, Virgin Islands

Cost Per Set: \$25.00 NON-REFUNDABLE

Liquidated Damage: \$50.00 per calendar day

Completion time of Work: 90 calendar days

TIMETABLE

Pre-Bid Conference: Monday, October 5, 2020, at 10:30 a.m. Atlantic Standard Time via Teleconference Call. **A site visit will be scheduled following the meeting.**

Request for Information: Last day for request for written clarification will be Friday, October 9, 2020, at 1:00 p.m. Atlantic Standard Time.

Due Date: The bids will be accepted at the Department of Property and Procurement no later than Wednesday, October 21, 2020, at 10:00 a.m. Atlantic Standard Time

Publicly Open Bid Date: Bids will be publicly opened on Friday, October 23, 2020, at 10:30 a.m. Atlantic Standard Time via conference call.

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Instruction to Bidders, Contractor's Qualification and Financial Statement, the Contract Template, Performance and Payment Bonds, General Provisions, Special Provision, Supplemental Specifications, Plan and Specifications. All documents may be obtained from the Department of Property and Procurement at the cost stated above or download a free copy at <http://dpp.vi.gov> under project advertisements.

Each bid must be accompanied by a Bid Guarantee as provided for in Form No. P&P-ITB-CC-16-73 (Instruction to Bidders) which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. Bid Guarantee for Preferred Bidders will be as specified in 31 V.I.C. 236a (Act No. 2995 approved April 16, 1971) if Preferred Bidders Act applies. If Preferred Act does not apply, **failure to provide a five (5%) percent bond will render the bid unresponsive**. It is the Bidder's responsibility to determine if the Act Applies.

The Bid Guarantee for bidders not claiming or having the status of a preferred bidder will be Five (5%) per cent of the bid price. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check, or Irrevocable Letter of Credit. **The bid bond form provided in the bid document must be properly filled out to accompany checks and money orders.**

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

Preferred Bidder:

Any bidder claiming eligibility as a "preferred bidder" under the provision of the Preferred Bidder's Act (31 VIC 236a – Act No. 2995, approved April 16, 1971) must request that his name be added to a preferred bidder's list to be maintained by the Commissioner of Property and procurement.

If a bidder has not previously filed a notarized Certificate with the Commissioner of Property and Procurement, copies thereof may be obtained from the Department of Property and Procurement, Division of Procurement, 8201 Subbase, 3rd Floor, St. Thomas, Virgin Islands and/or from 3274 Estate Richmond, Christiansted, St. Croix, Virgin Islands.

Certificate must be fully completed, notarized, and filed in the Division of Procurement before the day and hour set for bid opening.

Contractor's Qualification Statement and Condensed Current Financial Statement

Each bidder **must** submit with his/her bid an executed copy of a Contractor's Qualification and Financial Statement which is hereby made a part of this Invitation for Bids and by this reference incorporated herein as fully and effectively as if set forth in detail.

Non -Collusion

Each bidder **must** submit with the bid a notarized copy of the Non-Collusion Affidavit which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail.

Corporate Documents

- a. Current Virgin Islands Business License listing General Construction Co. or Construction Contractor as the Types of License (s). All Bidders bidding as a Joint Venture must be licensed as Joint Venture in the U. S. Virgin Islands.
- b. Current Trade Name Registration Certificate, if applicable
- c. Certificate of Good Standing dated July 1, 2020 or later
- d. Articles of Incorporation (for Corporations) or Articles of Organization (for LLC's) or qualification (Limited Partnerships).

Insurance Requirements

The Cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

- a. Certificate of Government Insurance (Workers Compensation):
 - i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.
- b. Comprehensive General Liability Insurance:
 - ii. Respondent shall carry 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. Damages to Rented Premises- \$50,000.00
 3. Medical Expenses - \$50,000.00
 4. Persona & Adv Injury - \$1,000,000.00
 5. General Aggregate - \$2,000,000.00
 6. Products – Complete Ops. Aggregate - \$2,000,000.00
 - iii. General Aggregate shall apply on a basis.
 - iv. Respondent shall provide a Certificate on Insurance reflecting required coverage.

- v. In award, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

Additional requirements are included in the Department of Education Invitation for Bids Document. (Attached herein).

BONDS:

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

Bid Bond: 5% of the Contract
Performance Bond: 100% of the Contract
Payment Bond: 100% of the Contract

1. SUBMISSION OF BIDS- HAND-CARRIED

All interested parties shall submit *one (1)* original and *four (4)* copy sets of bids, which are to be delivered to the Department of Property and Procurement no later than **Wednesday, October 21, 2020 at 10:00 a.m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Department of Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands

THE SEALED ENVELOPE CONTAINING THE BIDS MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED BIDS-DO NOT OPEN IFB059DOET20 (C) (Name of Bidder) (Mailing Address of Bidder) (Telephone Number of Bidder) (Email Address of Bidder)
--

2. SUBMISSION OF BIDS- ELECTRONIC SUBMISSIONS

All interested parties shall submit an electronic submission to ebids_proposals@dpp.vi.gov. no later than **Wednesday, October 21, 2020, at 10:00 a.m.** Atlantic Standard Time.

Electronic submissions must also include the **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"**

THE ELECTRONIC SUBMISSION OF BIDS MUST HAVE THE FOLLOWING INFORMATION TYPED INTO THE SUBJECT LINE OF EMAIL:



The image shows a screenshot of an email composition interface. On the left, there is a 'Send' button with a paper plane icon. To the right of the button are three input fields: 'To' with the email address 'ebids_proposals@dpp.vi.gov', 'Cc', and 'Bcc'. Below these fields is a 'Subject' field containing the text 'ABC Company, Inc.- IFB000ABCT20 (C)- Due Date'.

It shall be the bidder's responsibility to deliver bids to the Department of Property and Procurement before the date and time set for the closing of acceptance of bids. Bids received after the official deadline will be considered **LATE** and will **NOT** be considered.

Pre-Bid and Open-Bid Meeting Information

Teleconference Call

Dial-In Number: 1(712) 451-0422

Access Code: 164896

ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a bid in response to this IFB, the bidder agrees to accept the boilerplate terms and conditions of the Government's standard Construction Contract, a copy of which is attached to this IFB, if the bidder is selected for award.



THE VIRGIN ISLANDS DEPARTMENT OF **EDUCATION**

1834 Kongens Gade
St. Thomas, U.S. Virgin Islands
00802-6746

INVITATION FOR BID

**Playground and Basketball Court Renovation
Uller Muller Elementary School
St. Thomas/ St. John School District**

GENERAL INFORMATION

A. INTRODUCTION

The purpose of this Invitation for Bid (IFB) is to solicit bids from contractors qualified and experienced in the repair of educational facilities, the general scope of which is cosmetic in nature (i.e., limited structural, site, and MEP work).

The campus included in this IFB is:

- Uller Muller Elementary School, St. Thomas District

In general, the scope of work will include, but not be limited to;

1. Safety measures, signage, court finish material.
 2. Remove and replace existing basketball rims, backboards and damaged poles with new Bison “ZipCrank Playground Adjustable System” (Poles, backboards and Rims) or approved equal. Complete installation shall include nets for each rim.
 3. Pressure wash the existing court.
 4. Resurface court with Sportmaster “Standard Court System” paint and required surface preparation products or approved equal in accordance with the manufacturer’s specification. www.sportmaster.net
 5. Install basketball court lines in accordance with the manufacturer’s specification and industry standards. Note: Court and line colors to be chosen by VIDE.
 6. Provide and install Bison, Inc. “Outdoor Safe Stuff Pole Padding” or approved equal.
 7. Remove and legally dispose of damaged playground equipment including concrete footings. Finish grade to match existing.
 8. Project clean-up and close-out.
- Addendum A- Itemized Bid Sheet

The successful contractor will be required to provide all labor, supervision, tools, equipment, and materials to execute the work.

The repair work to these facilities will be required to be 100% complete within **Ninety (90) calendar days** upon issuance of an executed Notice to Proceed.

B. OVERALL PROJECT OBJECTIVES

The Government of the Virgin Islands via the Virgin Islands Department of Education has established the following project objectives to guide the implementation of this Project from a facility capital perspective:

1. Perform all the work within ninety (90) to allow full use of the facility by VIDE staff and students.

Additional Services may be requested by the Government beyond those specified herein and, because of additional costs and time said additional services shall be added via an Amendment to the Contract upon negotiation and agreement between both parties.

C. BACKGROUND AND ADMINISTRATIVE STRUCTURE

DEPARTMENT OF EDUCATION

The Commissioner of Education, Honorable Racquel Berry-Benjamin heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands has two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The day-to-day operations of each school district are managed by a resident Insular Superintendent. The Department of Education will manage the bidding process

DEPARTMENT OF PROPERTY AND PROCURMENT

The Virgin Islands Department of Property and Procurement, Honorable Anthony D. Thomas, Commissioner or his designee will manage the contractual processes. VIDE's Division of Procurement will serve as the liaison between the selected contractor and other agencies of the Virgin Islands Government in contract preparation.

D. CONTRACT TYPE

The contract awarded under this IFB will be a GVI Construction Contract. No payments in advance or in anticipation of services or supplies to be provided under the contract will be made by the Government.

E. CONTRACT TERMS

The term of the contract awarded under this IFB shall be for a period of **Ninety (90) calendar days**. Liquidated damages are \$50.00 per calendar day.

PROPOSAL FORMAT AND CONTENT

In addition to the information required by other components of this RFP package, each proposal must contain the following information which will form the basis of the evaluation for each Proponent:

Part I: Firm General Qualifications

- 1) Company Name, Address, Phone
- 2) Names of Principals and Key Executives and Experience and Tenure of Each
- 3) History
- 4) Revenues
- 5) Number and Types of Employees
- 6) List of Completed Projects with Details on Type, Cost, and Completion Date
- 7) List of Active Projects with Same Details
- 8) Listing of Plant and Equipment

9) Project References – Three references with details

Part II: Cost Proposal:

An Official Bid Form has been provided as part of this overall RFP package.

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

IV. CONTRACTUAL REQUIREMENTS (Required)

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License**(General Construction) issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original *Certificate of Good Standing, Certificate of Existence, or Certificate of Status* from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of Liability Insurance** indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than [One Million Dollars and Zero Cents (\$1,000,000.00)] for any one occurrence. The Contractor must provide a **Certificate of Liability Insurance** and **Declaration/Endorsement** pages that indicating that the Government of the Virgin Islands, Department of Education, is as “**certificate holder**” and an “**additional insured**” on the **General Liability/Public Liability Insurance**. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers' Compensation Employee's Liability.
- (8) System for Award Management Debarment form issued by the U.S. General Service Administration, www.sam.gov

Notes:

- 1) Please note the above-referenced documents are subject to modification at the Government's discretion.
- 2) All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

V. ATTACHMENTS

- 1) Attachment A – Itemized Bid Sheets

APPENDIX A - NOTES TO BIDDERS

GENERAL REQUIREMENTS

Lay Down Areas. Existing grounds may be used for material lay down and storage after consultation with and approval by the owner's representative.

Storage Rooms. The Contractor may use rooms within the buildings to store materials and equipment. Contractor shall coordinate locations with the owner's representative and shall provide his own lock or lockset. The original lockset must be reinstalled prior to completion.

Toilet Facilities. The Contractor and his crew will have use of the bathroom in the existing campus facility. Contractor shall instruct his crew to respect the facility and keep it clean, as well as stock it with toilet paper. Contractor shall return it to clean and sanitary condition upon turnover to the Government.

Site Cleanliness. The Contractor shall maintain a clean and safe site throughout the duration of the project and shall ensure that blowing debris, trash, and dust be kept to a minimum. The site shall be returned to its original condition, or better, upon completion of the project.

Dumpsters. The Contractor shall arrange for and be responsible for all costs associated with debris removal, collection, transportation, and disposition.

Noise. The Contractor shall take measures to limit noise to acceptable levels especially in residential areas.

EXISTING CONDITIONS

Utilities. The campus will have power, water, and sanitary services available for use by the Contractor. The Government shall bear the costs of Contractor's use of these services during construction.

Security. The Contractor shall be solely responsible for protection and security of all materials, equipment, and completed work for the duration of the project until handover to the Government.

Safety. The Contractor shall implement a safety program to ensure the welfare of workers and guests throughout the construction period.

Protection of Adjacent Work. Contractor shall ensure that areas not designated to receive repair work shall remain undamaged. Any damage to these areas shall be repaired by the Contractor at his own expense to the satisfaction of the owner.

Protection of Landscaping. Contractor shall ensure that landscaping and all existing site features be protected during construction and that any damage incurred by the Contractor or his subs be repaired or replaced at his expense to the satisfaction of the owner.

Unforeseen Conditions. Contractor shall immediately notify the owner upon discovery of any conditions beyond the contracted scope of work or that present a health or safety issue.

Subcontractors. Contractor shall include in his/her proposal a list of subcontractors he/she is planning on using for the work.

APPENDIX B – OUTLINE SPECIFICATIONS

GENERAL REQUIREMENTS

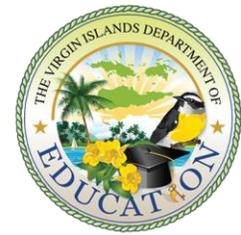
Demolition. All damaged materials shall be removed and disposed of according to these Specifications. Care shall be taken to protect all existing areas not scheduled to be demolished.

Disposal. The Contractor shall be responsible for the transportation of all demolished materials to a licensed facility for final deposition. Any and all disposal fees shall be borne by the Contractor.

Professional Services. Should any repair work require design or specification by an architect or engineer, the Contractor shall engage, at his own expense, the services of a USVI licensed professional.



THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION



Office of the Commissioner

Main:
1834 Kongens Gade, Charlotte Amalie
St. Thomas, U.S. Virgin Islands 00802-6746
Tel: 340/ 774-0100 • Fax: 340/ 779-7153

St. Croix:
2133 Hospital Street, Christiansted
St. Croix, U.S. Virgin Islands 00820-4665
Tel: 340/ 773-1095 • Fax: 340/ 773-9579

ITEMIZED BID SHEET

**Playground and Basketball Court Renovations
Uller Muller Elementary School
St. Thomas/ St. John School District**

ITEMIZED BID SHEET

Item No.	Item Description	Quant.	Unit Price	Total
1.0	Safety measures, signage, court finish material.	1 LS	\$	\$
2.0	Remove and replace existing basketball rims, backboards and damaged poles with new Bison “ZipCrank Playground Adjustable System” (Poles, backboards and Rims) or approved equal. Complete installation shall include nets for each rim.	2	\$	\$
3.0	Pressure wash the existing court.	4,386 SF	\$	\$
4.0	Resurface court with Sportmaster “Standard Court System” paint and required surface preparation products or approved equal in accordance with the manufacturer’s specification. (sportmaster.net)	4,386 SF	\$	\$
5.0	Install basketball court lines in accordance with the manufacturer’s specification and industry standards. Note: Court and line colors to be chosen by VIDE.	1 LS	\$	\$
6.0	Provide and install Bison, Inc. “Outdoor Safe Stuff Pole Padding” or approved equal.	2	\$	\$
7.0	Remove and legally dispose of damaged playground equipment including concrete footings. Finish grade to match existing.	1 LS	\$	\$
8.0	Project clean-up and close-out.			
	TOTAL LUMP SUM COST			\$

Contractor: _____

Address: _____

Signature: _____ Date: _____

NOTES:

1. CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH MATERIAL & LABOR UNIT COSTS, UNLESS OTHERWISE NOTED, AND THE LINE ITEM TOTALS.
2. THE QUANTITIES NOTED ABOVE ARE NOT NECESSARILY EXACT, AND THE ITEMS NOTED DO NOT NECESSARILY MAKE UP ALL THE WORK REQUIRED FOR THE COMPLETE CONSTRUCTION AND PROPER OPERATION OF THE PROJECT. THE ITEMS NOTED, WILL BE USED IN ESTABLISHING IF THE COST, WHICH ARE BEING SUBMITTED BY THE BIDDER, ARE WITHIN THE CURRENT ACCEPTABLE PRICES BEING USED IN THE U.S. VIRGIN ISLANDS CONSTRUCTION MARKET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE COMPLETE PROJECT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EXACT QUANTITIES BASED ON DOCUMENTS ISSUED AND SITE VISITS CARRIED OUT, FOR A TOTAL LUMP SUM COST TO CONSTRUCT THE PROJECT.
4. ALL PRICES BEING SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.
5. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.

END OF ITEMIZED BID DOCUMENT

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <hr/> STATE OF INCORPORATION
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SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	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 designated "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."

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
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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 after days			
	(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?
.....

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

9. What is the construction experience of the principal individual of your organization?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity

10. In what manner have you inspected this proposed work? Explain in detail.

.....

11. Explain your plan or lay out for performing the proposed work.

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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