

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

_____o_____

DEPARTMENT OF PROPERTY AND PROCUREMENT

_____o_____

INVITATION FOR BIDS

_____o_____

Invitation No. IFB060DPWT20 (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 Tuesday, October 20, 2020, at 10:00 a.m. at the Department of Property and Procurement and publicly open on Friday, October 23, 2020, at 11:45 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: IFB060DPWT20 (C)- Benner Hill Guardrail Installation Project on the island of St. Thomas, Virgin Islands

Cost Per Set: \$75.00 NON-REFUNDABLE

Liquidated Damages: \$100.00 / calendar day

Completion time of Work: Four (4) months

TIMETABLE

Pre-Bid Conference: Thursday, October 8, 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 Tuesday, October 13, 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 Tuesday, October 20, 2020, at 10:00 a.m. Atlantic Standard Time

Publicly Open Bid Date: Bids will be publicly opened on Friday, October 23, 2020, at 11:45 a.m. Atlantic Standard Time via conference call.

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Non-Collusion Affidavit, Instruction to Bidders, Contractor's Qualification and Financial Statement, the Contract, Bid Bond, Performance and Payment Bonds, Bid documents, General Provisions, Special Provision, Supplemental Specifications, Bid Schedule, 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.

The Bid Guarantee for bidders 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. **Failure to provide a Five (5%) percent bond will render the bid unresponsive.**

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

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.

BONDS:

A Bid Bond, Performance Bond, and Payment Bond 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 **Tuesday, October 20, 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 IFB060DPWT20 (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 **Tuesday, October 20, 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 client's composition window. The 'To' field contains the email address 'ebids_proposals@dpp.vi.gov'. The 'Cc' and 'Bcc' fields are empty. The 'Subject' field contains the text 'ABC Company, Inc.-IFB000ABC20 (C)- Due Date'. A 'Send' button is visible on the left side of the window.

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.



**OFFICE OF
ENGINEERING**

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

**DEPARTMENT OF PUBLIC WORKS
8244 SUB BASE
ST. THOMAS, V.I. 00802-5805**

TEL: (340) 776-4844

BENNER HILL – GUARDRAIL INSTALLATION SCOPE OF WORK

OBJECTIVE

The objective of this project is to install 1,000 feet of guardrail adjacent to the eastern side of Benner Hill Road. Incidental clearing & grubbing is included in the cost per linear foot for the guardrail installation.

SCOPE

1. Mobilization
2. Guardrail System, G4 W-Beam – Steel Posts
3. Guardrail Terminal Section – Type D (Fish Tail)
4. Temporary Traffic Control

All work shall be done in accordance with the Plans, Manufactures Specifications, Bid Schedule, U.S. Virgin Islands Building Code, International Building Code, Federal Projects Manual FP14, Manual of Uniform Traffic Control Devices 2009 and the direction of the Project Architect/Engineer in writing.

1. Prior to the commencement of Work by Contractor, contractor will have all applicable bonds, licenses, sureties and permits in place prior to the commencement of work.
2. Contractor shall be exclusively responsible for the safety, security, and condition of all of materials and equipment and personal stored/working on the construction site, and no such stored or loose materials shall be deemed a part of the Project until after the same have been properly installed by the Contractor in the Project, accepted and paid for by the Contractor. Contractor shall exclusively bear the risk of loss of such stored materials prior to proper installation even if the stored material has been paid for by the contractor.
3. Further, Contractor shall be responsible for any damages done to material, equipment or property by its workforce, subcontractors, or vendors.
4. Unless otherwise authorized in writing in advance by the Contractor, Contractor states that the Work performed under this Agreement will be performed by the Contractor and his regularly employed employees.
5. Not later than the time of delivery of materials to the job site, Contractor shall provide all “materials safety data sheets” pertaining to materials being brought onto the site. Contractor further agrees that it shall comply with all local, federal laws, ordinances and regulations in connection with the Contractor's Work including, but -not limited to OSHA Standards, Rules and Regulations.

6. During the term of this Agreement, Contractor shall pay particular attention to the daily clean up and removal of all trash and rubbish generated on the job site by the Contractor or its vendors. Contractor shall be responsible for the removal of all rubbish and trash it has generated, from its work area on a daily basis and place all such rubbish and trash in waste containers located throughout the Project. In the event Contractor fails to perform this daily cleaning and trash removal agreement, Contractor may assess a portion of the cost of daily cleanup of the job site including, but not limited to, the cost of the maintenance of said trash and rubbish receptacles against the Contractor in the form of a negative change order after fair and prior notice has been given.
7. Upon the completion of the Contractor's Work, and when practical, the Contractor shall furnish the User Agency with a warranty acceptable in all respects to the User Agency to repair and/or -replace at the Contractor's sole expense all defects in materials and labor in the Contractor's Work appearing or occurring within one (1) year after the issuance of the certificate of occupancy of the premises upon which Subcontractor's Work is performed. Additionally, in the event the manufacturer of any material supplied by the Contractor to the Project exceeds the term of the Subcontractor's letter of credit or warranty, The Contractor shall further assign and deliver to the User Agency said manufacturer's warranty. Performance of warranty repair work and replacement of materials for defects occurring within the warranty period shall be the Contractor's sole and exclusive responsibility at the Contractor's sole and exclusive expense.
8. Any Work that is in addition to the work required by this Subcontract shall be construed as extra work ("**EXTRA WORK**"). Extra Work will be subject to prior written approval by the Department of Public Works and shall be granted or denied prior to the execution of any such Extra Work. Approved Extra Work shall be subject to the execution of a change order signed by an authorized representative of the Contractor and the Owner or Contractor which shall be executed prior to the furnishing of such materials or performance of such labor or both. Any Extra Work not so authorized in advance shall be performed or furnished at the sole expense of the Contractor, and neither the Contractor nor the Owner shall be liable or responsible to the Contractor for the payment of any such Extra Work. Extra work must be approved before it is done.
9. All materials supplied or used by the Contractor in the performance of its Work shall be as specified and approved by the Department of Public Works. Contractor shall submit all such materials to the Department of Public Works for approval prior to the installation thereof on the premises unless otherwise agreed or waived by the Department of Public Works in writing. All work and materials will be per the plans and specifications provided unless authorized in writing prior to starting the work.
10. If job is subject to inclement weather, it is the responsibility of the Contractor to keep track of these days and present to the Department of Public Works on a weekly basis to compare against their daily log. Days that are in agreement, will be placed in a change order format and will be presented with scheduled monthly payment.
11. The Contractor is contracted to provide complete construction, including code requirements, and workmanship of equal or better finishes based on the VI Building Code and to the intent of the contract documents. It is common and known that items of importance are sometimes overlooked in drawings and in specifications. If missing items would normally be included in a particular scope of work, or required for the completion of a particular trades work, then it is included in this contract and not an opportunity for change order work and be completed in all respects for the use intended as a part of this general cope.
12. Contractor agrees to furnish all labor, supervision, fasteners, tools, taxes, equipment, fuel fees, licenses, insurance and all other costs as required to perform all work covered in the

construction scope of the applicable division that this Contractor represents itself as having expert knowledge in and regular engagement with Contractor shall call and cause all required inspections for his own work and convey all inspection results to the DPW Inspector/Engineer. If unsatisfactory results are discovered, this Contractor will immediately suspend its construction activities until such work is corrected and inspections are passed.

13. Upon award of this contract, Contractor shall perform due diligence and shall prepare all necessary basic diagrams or layouts outlining his/her concerns. If value engineering or alterations to the plans/specifications is involved, such shall be presented to the Department of Public Works prior to the execution of the contract.
14. Contractor shall commence the work to be performed per the contract documents in accordance to the terms of this agreement commencing on the date specified and provided by the User Agency and shall complete all work by the finish date specified on the Construction Schedule or as adjusted from time to time by the Department of Public Works.
15. Under **NO CIRCUMSTANCES** will there be additional money granted for extra work without previous written authorization and executed change order from the User Agency.
16. Contractor shall be completely responsible and provide equipment for receiving, unloading, taking inventory, storing, protecting and signing for all materials installed under this agreement.
17. This Contractor will verify all detail and dimensions for fit of work in all regards.
18. Contractor acknowledges that he will provide the necessary manpower, required to maintain the project schedule in all phases of his work to include any required overtime.
19. Hard Hats are a requirement of this contract.
20. Provide Material Safety Data Sheets (MSDS) for all materials being provided or utilized under this Contract agreement. And its written OSHA policy and written Hazardous Materials Policy before work commences.
21. Contractor will keep onsite material stockpiles and building workspace stockpiles to a minimum, organized and out of the way so as not to impede any other trades, and as directed by the Construction Manager.
22. Contractor is responsible for loss, theft and damage of all materials installed or otherwise until such material has been installed, approved and paid for by Contractor.
23. Contractor reserves the right, to supplement work after proper notification of non-performance has been given.
24. Contractor will furnish the names of the Subcontractors it introduces to the project.
25. Contractor will disclose the amounts of money owed to each subcontractor and submit proper lien waivers.
26. Contractor shall make himself/herself available for either weekly or biweekly meetings (as mutually agreed upon with the Department of Public Works) to discuss project progress/concerns. Any problems deemed an emergency shall be **IMMEDIATELY** made known to the Department of Public Works.

The undersigned Contractor shall furnish all labor, equipment, machinery, material and miscellaneous items for the completion of the Project as outlined in the Contact Drawings, Specifications and Bid Schedule.

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING BENNER HILL - GUARAIL INSTALLATION ST. THOMAS, U.S. VIRGIN ISLANDS

DRAWING INDEX

C1 COVER SHEET, SITE PLAN & DETAILS

AGENCY PARTNERS

HON. ALBERT BRYAN
GOVERNOR
OF THE VIRGIN ISLANDS OF THE UNITED STATES

HON. ANTHONY THOMAS
COMMISSIONER
DEPARTMENT OF PROPERTY AND PROCUREMENT

HON. JEAN-PIERRE ORIOL
COMMISSIONER
DEPARTMENT OF PLANNING AND NATURAL RESOURCES

HON. NELSON M. PETTY
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

PROJECT SCOPE

- MOBILIZE ON SITE
- INSTALL TRAFFIC CONTROL DEVICES
- INSTALL GUARDRAIL
- DEMOBILIZE
- CLEAN SITE

APPLICABLE CODES

ALL WORK SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES, INCLUDING, BUT NOT LIMITED TO THE LATEST EDITIONS OF THE FOLLOWING:

BUILDING: 2018 IBC/ VI TITLE 29

MUTCD: MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - 2009 EDITION

STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS- FP14

AMERICAN CONCRETE INSTITUTE - ACI



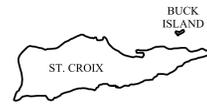
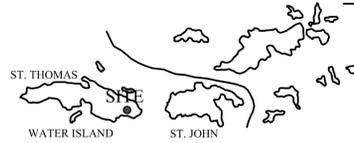
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
8244 SUB BASE
ST. THOMAS, U.S. VIRGIN ISLANDS

APPROVED: _____ DATE: _____
NELSON M. PETTY
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

DESIGNED BY: _____
JERMAINE E. McCLEAN
DISTRICT ENGINEER/ARCHITECT
DEPARTMENT OF PUBLIC WORKS

SHEET NO.

C1 OF 01



ISLAND LOCATION MAP

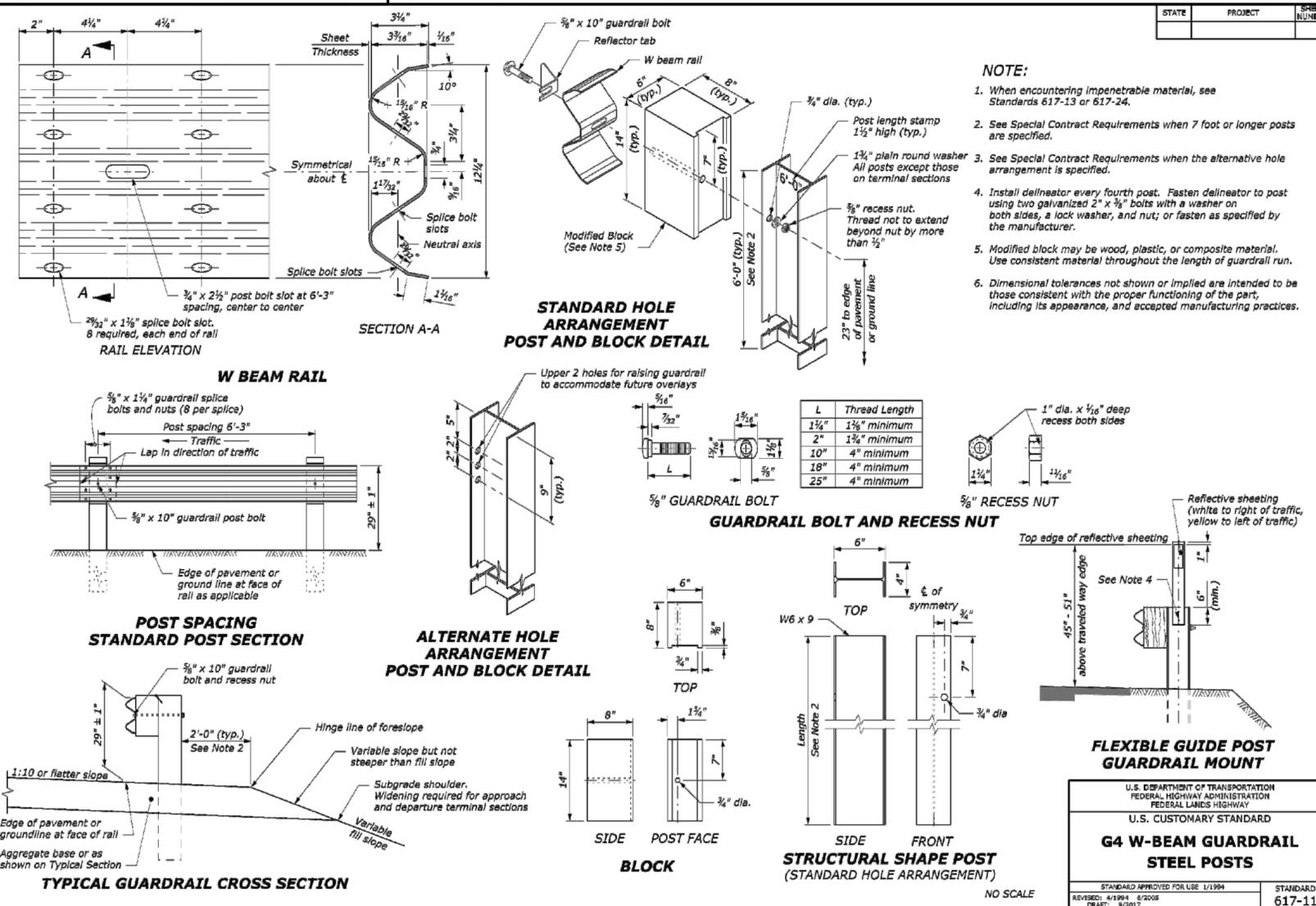
PROJECT BID ITEMS

| NO. | DESCRIPTION | UNITS | QTY. |
|--------|---|-------|-------|
| 151-01 | MOBILIZATION | L.S. | 1 |
| 617-01 | GUARDRAIL SYSTEM, G4 W-BEAM - STEEL POSTS | L.F. | 1,000 |
| 617-02 | GUARDRAIL TERMINAL SECTION - TYPE D (FISH TAIL) | EA. | 2 |
| 635-01 | TEMPORARY TRAFFIC CONTROL | L.S. | 1 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



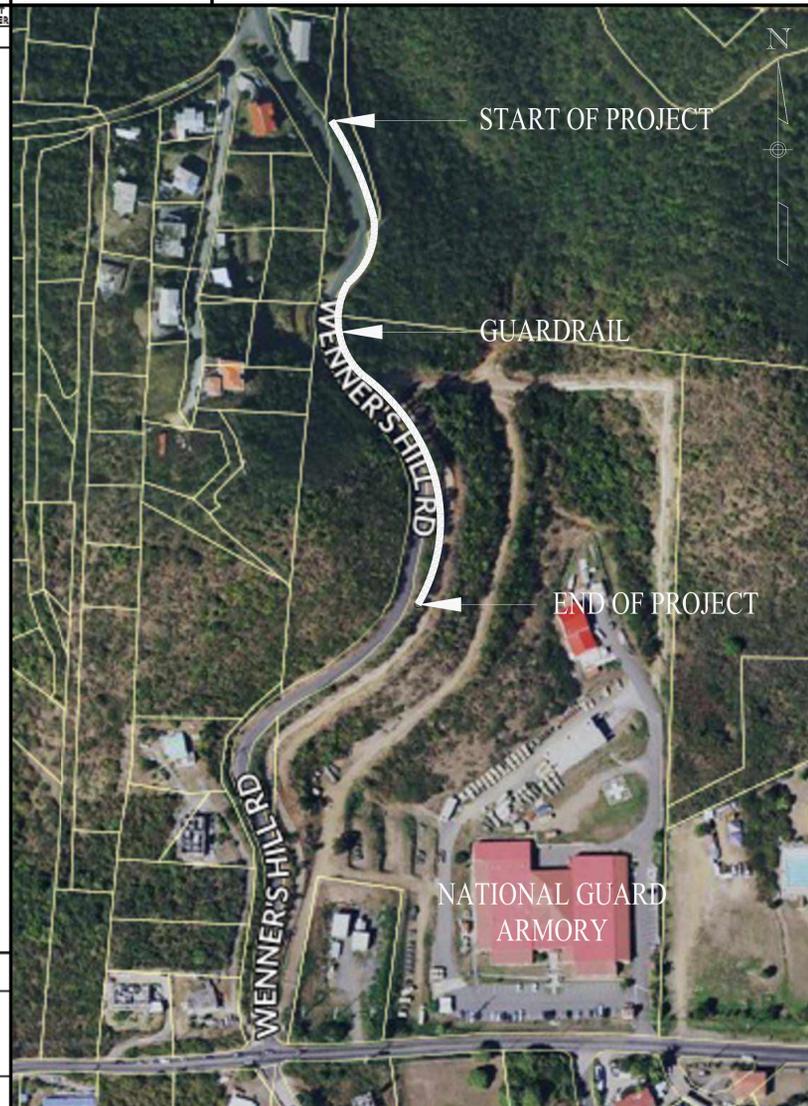
GUARDRAIL TERMINAL END

EXISTING LOCATION PHOTOS



GUARDRAIL DETAILS

SCALE: N.T.S.



SITE PLAN

SCALE: N.T.S.

| | | |
|--|---|--------------------|
| 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 |
|--|---|--------------------|

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 |
|--|--|

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

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

INDIVIDUAL SURETY(IES)

| | | | |
|--|---------------------------|------------------|------------------|
| | 1. SIGNATURE(S) | 2. <i>(Seal)</i> | 3. <i>(Seal)</i> |
| | 1. NAME(S) <i>(Typed)</i> | 2. | |

CORPORATE SURETY(IES)

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

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 |
|---|--|

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 _____

(Signature)

(Title of official administering oath)

(Date)

OFFICIAL SEAL

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 |
|-----------------|---------------|-------------------|----------|---------------|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

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

| Contract Amount | Class of Work | Completed | Location | Name of Owner |
|-----------------|---------------|-----------|----------|---------------|
| | | | | |
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| | | | | |
| | | | | |

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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