

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

o

DEPARTMENT OF PROPERTY AND PROCUREMENT

o

INVITATION FOR BIDS

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Invitation No. IFB016DPWT17(C)

Date: February 15, 2017

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 on Friday, March 10, 2017 at 10:30 a.m. at the Department of Property & Procurement and publicly open thereafter.

Description of Work and Project Number: IFB016DPWT17 (C) Liliendahl Road Repairs, St. Thomas, Virgin Islands

Pre-Bid Conference: Friday, February 24, 2017 at 10:30 o'clock a.m., at the Department of Property and Procurement Conference Room, 8201 Subbase – 3rd Floor, St. Thomas, Virgin Islands. A **site visit will take place immediately after the meeting.**

Cost Per Set: \$50.00 NON REFUNDABLE

Liquidated Damages: \$100.00 / calendar day

Completion time of Work: 60 calendar days

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Non-Collusion Affidavit, Instruction to Bidders, Contractor's Qualification Statement, the Contract, Performance, Bid and Payment Bonds, General Provisions, Special Provision, Supplemental Specifications, Plan and Specifications. All documents may be obtained from the Department of Property and Procurement.

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 is specified in 31 V.I.C. 236a (Act No. 2995 approved April 16, 1971), if the Preferred Bidders Act applies.

If the Preferred Bidders 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.

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.

Preferred Bidder:

Any bidder claiming eligibility as a "preferred bidder" under the provision of the Preferred Bidders Act (31 VIC 236a – Act No. 2995, approved April 16, 1971) must request that his/her name be added to a preferred bidders' 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, Building No. 1, Subbase, Third Floor, St. Thomas, Virgin Islands and/or from 3274 Estate Richmond, Christiansted, St. Croix, Virgin Islands.

Certificates 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

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

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

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

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>	
	☐ INDIVIDUAL	☐ PARTNERSHIP
	☐ JOINT VENTURE	☐ CORPORATION
		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				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
		<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>
NAME(S) <i>(Typed)</i>	1.	2.

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

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space 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."

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR

ADDRESS

DATE

TEL. NUMBER

CEL. NUMBER

1. How many years experience in construction work has your organization had

(a) As a General Construction

(b) As a Sub-Contractor

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

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

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

Contract Amount	Class of Work	Completed	Location	Name of Owner

4. Have you ever failed to complete any work awarded to you?
If so where and why?
.....
.....
5. 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
.....
.....
6. 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
.....
.....
7. In what other lines of business are you financially interested?
.....
.....
.....

8. 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

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

.....
.....

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

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

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

.....
.....

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

.....
.....

13. If you intend to sublet the transportation or perform it through an agent, stat 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.

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

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

If so, give type of equipment to be used.

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

15. 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.

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

16. Do you intend to sublet any other portion of the work?

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

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
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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.

FORM - P&P-PB-20-73
APPROVED: 3-26-73
REVISED: 3-18-08
COMM. OF PROP. & PROC.

**GOVERNMENT OF THE VIRGIN ISLANDS
PERFORMANCE BOND**

(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (Express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1	as to	[SEAL]
2	as to	[SEAL]
3	as to	[SEAL]
4	as to	[SEAL]

WITNESS

INDIVIDUAL PRINCIPAL

1	as to	[SEAL]
2	as to	[SEAL]

Attest

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX
CORPORATE
SEAL

Attest

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX
CORPORATE
SEAL

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged, \$ _____

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary

of the corporation named as principal in the within bond, that _____

who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE]
[SEAL]

INSTRUCTIONS

1 This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.

FORM - P&P-PB-20-73
APPROVED: 3-26-73
REVISED: 3-18-08
COMM. OF PROP. & PROC.

GOVERNMENT OF THE VIRGIN ISLANDS
PAYMENT BOND
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (Express in words and figures)

CONTRACT NO.

DATE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, the **PRINCIPAL** and **SURETY** above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1	as to	[SEAL]
2	as to	[SEAL]
3	as to	[SEAL]
4	as to	[SEAL]

WITNESS

INDIVIDUAL PRINCIPAL

1	as to	[SEAL]
2	as to	[SEAL]

Attest

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

AFFIX
CORPORATE
SEAL

TITLE

Attest

CORPORATE SURETY

BUSINESS ADDRESS

BY

AFFIX
CORPORATE
SEAL

TITLE

The rate of premium on this bond is per thousand.

Total amount of premium charged, \$

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

....., certify that I am the secretary
of the corporation named as principal in the within bond, that
who signed the said bond on behalf of the principal, was then of said
corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed,
sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE]
[SEAL]

INSTRUCTIONS

1 This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorization by the Government of the Virgin Islands.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.
