VIWMA
Virgin Islands Waste Management Authority
Preserving Paradise

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority is hereby soliciting Invitation for Bids for the following projects:

IFB-014-T-2020 **Gravity Sewer Line Repair Near the Corner of Parcel No, 129A-44 Annas Retreat, St. Thomas, VI**

Prospective submitters may download the entire bid package for their review from the Authority's website at www.viwma.org. Interested parties must submit confirmation with contact information for the respective company to sdavid@viwma.org or jthomas-blyden@viwma.org. All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property and responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest.

Virgin Islands Waste Management Authority
Procurement and Property Division
(3200 Demarara)
St. Thomas, VI 00802
Tel: (340) 715-9170
Fax: (340) 715-9179
sdavid@viwma.org or jthomas-blyden@viwma.org

The Authority shall convene a pre-bid conference and site visit on Monday, September 28, 2020 at 9:30 a.m. Bidders will meet at the entrance of the Joseph Gomez Elementary School Parking Lot on St. Thomas, Virgin Island.

Bids will be received electronically in PDF Format bearing bid number: "IFB-014-T-2020 to sdavid@viwma.org and jthomas-blyden@viwma.org on or before; Wednesday, October 7, 2020 at 11:00 a.m. Atlantic Standard Time .

The Virgin Islands Waste Management Authority reserves the right to waive any non-substantive informalities, technicalities or irregularities, or reject any or all qualifications and proposals/bids; or to re-advertise for proposals/bids, and to award or refrain from awarding the contract for the work.

Roger E. Merritt
Executive Director

3200 Demarara
Charlotte Amalie, VI 00802
PH: 340.715.9100 | FX: 340.777.3284

6196 Estate Glynn
Frederiksted, VI 00850 - 9887
PH: 340.712.4962 | FX: 340.719.1835

6506 Susannaberg
St. John, VI 00830
PH: 340.774.2141 | FX: 340.715.0458

Virgin Islands Waste Management Authority
INVITATION FOR BID

Invitation No: IFB-014-T-2020

Date: September 18, 2020

Bids will be received electronically in PDF Format bearing bid number: "IFB-014-T-2020 to sdavid@viwma.org and jthomas-blyden@viwma.org on or before; Wednesday, October 7, 2020 at 11:00 a.m. Atlantic Standard Time. Any bid received after the time and date specified shall not be considered.

Pre-Bid Conference
Pre-Bid Conference and site inspection will be held on Monday, September 28, 2020 at 9:30 a.m. Bidders will meet at the entrance of the Joseph Gomez Elementary School Parking Lot on St. Thomas, Virgin Island.

Description of Work

Gravity Sewer Line Repair near the Corner of Parcel No. 129A-44 Annas Retreat St. Thomas, VI.

Information regarding bidding documents
Bidding documents can be obtained Procurement Division, Virgin Islands Waste Management Authority's website www.viwma.org .

All documents contained in the Contract Document book are made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail. The bidder's attention is directed to the fact that all applicable municipal ordinances, and the rules and regulations of all authority having jurisdiction over construction of the project shall apply to Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Bidders must return the following documents properly executed as required by the appropriate instructions. The documents shall remain bound and returned in the contract document book as received by the bidder from the Department of Property and Procurement

1. Invitation for Bids
2. Contractor's Qualification Statement (P&P-CQS-1973)
4. Bid Bond (Form Attached)
5. Non-Collusion Affidavit (DPP-NCA-52-75)

6. Bid Form and Schedule
7. Safety Plan

PREFERRED BIDDERS

All persons seeking preferred bidder's status must submit a preferred bidder's registration form and a federal W-9 form to VIWMA's Procurement & Property Division and comply with the requirements for preferred bidders pursuant to 31 V.I.C. § 236a, as amended.

Bonds

Each bid must be accompanied by a bid guarantee payable to the Virgin Islands Waste Management Authority. The bid guarantee shall be in an amount of not less than five percent (5%) of the total bid. The five percent (5%) Bid Bond will only be accepted in the form of a firm commitment, such as a Bid Bond, Postal Money Order, Certified Check, Cashier's Check or Irrevocable Letter of Credit. If Individual Sureties execute the Bid Bond, they shall be two or more responsible persons. A complete Affidavit of Individual Surety shall accompany the bond. Corporations executing the bond must be duly licensed to do business in the Territory of the Virgin Islands.

LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Authority until evidence is submitted that the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Proposers must submit hard copy of a valid V.I. business license within ten (10) working days after award.

All Proposers submitting as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

PERFORMANCE BOND

A performance bond in the amount of 100% of the total cost submitted shall be required upon award of a contract. The enclosed 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 Virgin Islands Waste Management Authority.

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 a surety, or two responsible sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form).

The name, including full Christian name, 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 the United States Virgin

Islands, and adhesive seal shall be affixed opposite the signature.

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.

If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor and said instrument shall be executed and attested under the corporate seal as indicated on 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.

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.

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

LIQUIDATED DAMAGES

a. It shall be agreed by and between the parties that liquidated damages will be assessed in the amount of Two Hundred Dollars ($200.00) per day as a result of delays, or failure to complete the service within the specified period of time. Liquidated damages will not be assessed during any delay in performance of the services caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, supplier's or vendors strikes, freight embargoes, or other cause beyond the Contractor's reasonable control. The Contractor shall make every reasonable effort to mitigate the effects of said causes.

b. The selected Contractor shall not be assessed with liquidated damages for delay in performance of the service caused by heavy rains, provided, however, that the Contractor notifies and receives approval from the Executive Director or her designee at the time of the incident, to be confirmed later in writing, each and every time that the Contractor desires relief as a result of said rains. The Executive Director's decision as to what constitutes a heavy rain event for this purpose shall be final.

c. The selected Contractor shall not be assessed with liquidated damages for delay in performance of the services caused by failure of the Authority to provide or perform those items of work required of the Authority under the contract. The Contractor shall have no claim for any additional compensation for any such delay.

REQUIRED DOCUMENTS

PUBLIC LIABILITY: The successful Proposer will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Authority as **"Additional Insured".** The liability insurance shall have a minimum limit of not less than One Million Dollars ($1,000,000.00) for any one occurrence for death or personal injury and One Million Dollars ($1,000,000.00) for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) working days after award.

Davis-Bacon Act (DBA) 1931

1. Contractor shall be responsible for maintaining weekly certified payroll records which must include:
    - Any wages paid to employees
    - Employee's name
    - Last four digits of the employee's Social Security number
    - The number of hours worked each day, and number of hours worked for the week
    - Employee's hourly rate of pay
    - Employee's job classification
    - Any fringe benefits paid to employees

During a week of no work, the payroll reporting form must be submitted the usual way with insertion "NO WORK PERFORMED THIS WEEK" and "FINAL" on the last invoice.

The Act requires that contractors pay the prevailing wage, according to their skills, to its workers; failure to comply shall be reason for withheld payments, contract termination, and debarment from future federal contracts for up to three years.

Bid Withdrawal

No Bidder will be allowed to withdraw his bid within a period of Sixty (60) calendar days following the date set for the opening thereof.

Right of Rejection

Virgin Islands Waste Management Authority reserves the right to reject any or all bids if deemed to be in the best interest of the Authority.

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
3200 DEMARARA CHARLOTTE AMALIE, ST. THOMAS, V.I

Scope of Work for
Gravity Sewer line Repair near the Corner of Parcel No. 129A-44
Annas Retreat, St. Thomas, U.S.VI.

Scope of Work

1. The scope of work details the permanent repair of the gravity sewer-line along the Hibiscus lane near Parcel No. 129A-44 Annas Retreat. The work consists of the following:

Parcel No. 129A-44 Annas Retreat

This scope of work entails a broken or collapse 6-inch Orangeburg sewer line that is about 2 feet deep under the northwest wall of Parcel No. 129A-44. The permanent repair will entail relocating 2 segments of the sewer line into the adjacent road and making the necessary tie-in from the adjacent properties. The new line will run from the upstream manhole at a 2% minimum slope adding 3 manholes before reconnecting to a manhole downstream. See the attached GIS image. Replacement sewer line between manholes shall be 6" SDR-35 pipe. The manhole shall be per the attached manhole drawing. The work shall be executed as followed:

a. Unless, other utilities are discovered in this area, the new sewer will run along the centerline of the road. The contractor shall saw cut a 3 ft. path along the centerline of the road. The contractor shall anticipate a concrete road base.
b. Excavate from the invert of the existing sewer manhole and slope the line back to the first manhole that will be 90 degree off the existing manhole and have an invert that will be about 5 ft below the road pavement.
c. From the first placed manhole slope the trench and subsequent sewer back to the downstream manhole that is located at the corner of the high wall placing 2 additional manholes as shown on the attached GIS map.
d. The manholes shall be place adjacent to the existing manholes and the one being bypass It is anticipated the new sewer (SDR-35) will have a 10 to 14% slope.
e. Backfill and compact the area to 90% proctor with crush-run material or equal then replace the sidewalk with new or the previously removed blue-bitch stones.
f. Replace the road asphalt pavement with 6-inch minimum asphalt pavement.
g. Clean and remove construction materials and equipment from site.

Notes:

1. The VIWMA Vactor truck will not be made available to flush the line and for the removal of debris to aid in the repair of the sewer line. The contractor is responsible to solicit the services of a pump truck.

2. **Special attention must be made to the underground utilities. For example, the new sewer line will cross the potable water line in the area.**

3. The Contractor will furnish all labor, materials, and equipment for completing each scope of work task. The Engineering and Waste Water Division will provide supervision.

4. The Contractor is responsible to clear surrounding area to access existing sewer line and the manhole if applicable.

5. The Contractor is responsible to restore the site to its original condition or better.

6. The Contractor shall furnish all safety measures; and work areas must be kept clean and completely secured. (Barricade/security fence must be installed to prevent unauthorized access to the work areas and equipment).

    a. Set up barricade/security fence around trenched areas, open manholes, and or heavy equipment.
    b. Maintain work area clean at all times and secure the same at the end of each workday to avoid accidents.
    c. Proper signage should be in place at all times.

7. Inspection and acceptance of work to be performed by the Engineering and Waste Water Division, during the process and upon completion of the job.

8. The Contractor shall keep the collection system in service during execution of the required tasks. The upstream side of the line must be plugged, and a pump around set up to maintain daily flow of sewage while work is in progress, if applicable. Other proven method of bypass is acceptable. Care must be taken to prevent any sewage from spilling. Sewage leaks or spills must 1 reported to the designated member from the Engineering or Waste Water Division. The Contractor is responsible for disinfection and cleaning in the event of any spills. The Sewage Pump-Around Plan (Bypass Plan) must be reviewed and approved by the Engineering Division prior to start of construction. The Contractor shall provide the following, but not limiting components for the sewage pump around: *(See Specification section 02155)*
    a. Pumps
    b. Hose or temporary piping
    c. Balloons or plugs
    d. Block valve(s)

e. Excavation and restoration for bypass installation. Restoration should include but not limited to returning existing driveway and disturbed surroundings to their original condition or better and allowing access to the property at all time.

9. The Contractor is responsible for removing all contaminated soil from the site and disposed of at the Bovoni Landfill after proper drainage. Coordinate with the Compliance Division.

10. The Contractor shall execute work and store materials in a manner to minimize any strong odors from disrupting the public.

11. The Contractor is responsible for all other required work whether implied or incidental to the proper completion of the project. This also includes all quality assurance, quality control, and systems acceptance testing

12. The Contractor must comply with all OSHA regulations of 29 CFR 1926 which includes but not limited to
    i. Subpart C: General Safety and Health Provisions
    ii. Subpart D: Occupational Health and Environmental Controls
    iii. Subpart E: Personal Protective and Life Saving Equipment
    iv. Subpart G: Signs, Signals, and Barricades
    v. Subpart O: Motor Vehicles, Mechanized Equipment
    vi. Subpart M: Fall Protection
    vii. Subpart P: Excavations

13. The Contractor must also comply with OSHA's 1910:
    i. Subpart I: Personnel Protective Equipment
    ii. Section 134: Respiratory Protection
    iii. Subpart J: General Environmental Control
    iv. Section 141: Sanitation
    v. Section 143: Non-water carriage disposal systems
    vi. Section 146: Permit required - confined spaces

14. In the event of any unforeseen circumstance before proceeding with the work it is important to contact the designated person from the Engineering or Waste Water Division.

15. The Contractor along with assistance from the Engineering or Waste Water Division shall coordinate and provide documentation of notification of pending work to owners of all existing utilities, structures, and appurtenances not scheduled for removal.

16. The Contractor shall properly safeguard all existing utilities, structures, and appurtenances not scheduled for removal and shall restore and repair any such items or facilities damaged by his/her operations.

17. The Contractor is responsible for all other required work whether implied or incidental to the proper completion of the project. This also includes all quality assurance, quality control, and systems acceptance testing.

18. Where conflicts exist between drawings and/or applicable codes or regulations, the more stringent requirement shall govern. All conflicts shall be brought to the Engineering or Waste Water Division attention for resolution.

Bid Sheet

	SERVICES	UNIT PRICE		TOTAL
1.	Mobilization and Demobilization	Lump Sum		
2.	6-in. Sewer_line Replacement with SDR-35 piping, complete	ft	220	
3.	Manholes replacement (include frame and lid)	each	3	
4.	Road restoration (6-in road pavement)	Sq. Ft.	660	
	Grand Total			

FORM VIWMA-performance bond	VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY PERFORMANCE BOND (See Instructions on Reverse)	DATE BOND EXECUTE

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 Virgin Islands Waste Management Authority, hereinafter called the Authority, 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 Authority, 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 Authority, 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 b avoid; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under this 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 1. ..... 2. ..... 3. ..... 4.	INDIVIDUAL PRINCIPAL as to ..... (SEAL) as to ..... (SEAL) as to ..... (SEAL) as to ..... (SEAL)
WITNESS 1. ..... 2.	INDIVIDUAL SURETY as to ..... (SEAL) as to ..... (SEAL)
Attest: _____	CORPORATE PRINCIPAL _____ BUSINESS ADDRESS _____ BY _____ Affix Corporate Seal TITLE
Attest: _____	CORPORATE PRINCIPAL _____ BUSINESS ADDRESS _____ BY _____ Affix Corporate Seal Title

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

Total amount of premium charged, $

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 signature, and his 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 _____)

_____

INSTRUCTION

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 Virgin Islands Waste Management Authority.

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, and 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 therefor, 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.

Preferred Bidder's Registration

Pursuant to the V.I. CODE ANN. TITLE 31,§ 236a

I, _____ representing, _____ hereby certify that
(Printed Name) *(Business Name)*

(i) I was born in the United States Virgin Islands on the island of_____,

(ii) I have been a bona fide continuous resident of the United States Virgin Islands, island of _____, since_____.

(iii) It is a firm, partnership or corporation registered under the laws of _____; that at least fifty-one (51%) of the legal or equitable ownership is held by a person or persons who is a bona fide continuous resident of the United States Virgin Islands for at least eight (8) years or who was born in the United States Virgin Islands; that the organization has a current license to conduct business in the United States Virgin Island and maintains its principal place of business in _____, United States Virgin Islands.

I further certify that this organization is the duly authorized agent, dealer, distributor or representative in the United States Virgin Islands for the materials, supplies, articles, or equipment or contractual or consulting services of the general character described by the specifications and required under the contract.

Signature:_____ Date:_____

Title: _____

License No._____ ***Exp. Date***_____ ***Type of License***_____

Sworn and subscribed to before me this _____ ***day of***_____ ***20***_____***, at***

_____ ***United States Virgin Islands.***

My commission expires:

_____
Notary Public

CONTRACTOR'S QUALIFICATION STATEMENT

CONTRACTOR	
ADDRESS	
DATE	

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

   (a) As a General Contractor.....
   (b) As a Subcontractor.....

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	Percent Completed	Location	Name of Owner

4. Have you ever failed to complete any work awarded to you? .....
Where and why .....
.....
.....
.....

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

6. Has any officer or partner of your organization failed to complete a construction contract handled in his own name.....? If so, state the reason there for
.....
.....
.....

7. In what lines of business are you financially interested?.....
.....
.....
.....

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

Individuals Name	Present Position or Office	Years of construction experience	Magnitude and type of work	Magnitude and type of work

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 (required,if necessary attach additional notes if not able to fit in this space) .....
.....
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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, state estimated amount of subcontract or agent's contract, and, if known, the name and address of contract or agent, amount and type of his equipment and financial responsibility.

14. Do you intend to do grading and foundation work with you own forces?.....
List the type of equipment to be used.....
.....
.....
.....

15. If you intent to sublet the grading and foundation work or perform it through sub contract, give the name and address of sub contractor, if known, type of equipment and financial responsibility
.....
.....
.....
.....

16. Do you intend to sublet any portion of work?.....
Type of his equipment and financial responsibility
.....
.....
.....
.....

17. From which subcontractor do you expect a bond?
.....
.....
.....
.....

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

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

19. Are you a DBE –WBE registered Contractor, if not are any of your proposed subcontractors for the proposed work DBE –WBE registered Contractor?

20. What is the construction experience of your organization in the repair, rehabilitation of manholes? List the application certifications that your organization has attained or is capable of certification.

Individuals Name	Present Position or Office	Years of rehabilitation and repair	Magnitude and type of work	Magnitude and type of work

SECTION 00451
NON-COLLUSION AFFIDAVIT

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY
DIVISION OF PROPERTY AND PROCUREMENT
Non-Collusion Affidavit

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

(1) He is [owner, partner, officer, representative, or agent] of ....., the bidder that has submitted the 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, ex-employee 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 bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Virgin Islands Waste Management Authority 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 Affiant

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

Notary Public

SECTION 00640
RELEASE OF CLAIMS UNDER CONTRACT

WHEREAS the terms of a contract dated . . . . . entered into by the Virgin Islands Waste Management Authority represented by . . . . . Contracting Officer and . . . . . .a corporation organized and existing under the Laws of . . . . . with principal offices in . . . . for the construction of . . . . . state that "Upon completion and acceptance of all work required hereunder the amount due the contractor under this contract will be paid upon the presentation of a property executed and duly certified voucher therefore after the contractor shall have furnished the Authority with a release, if required, of all claims against the Authority arising under and by virtue of this contract other such claims. If any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein."

NOW THEREFORE in consideration of the premises and the payment by the Virgin Islands Waste Management Authority to the contractor of the amount due under the contract the sum of . . . . . ($ . . . . .), the contractor hereby remises, releases, and forever discharges the Authority from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever. In law and in equity under or by virtue of the said contract and warrants good title to all materials, supplies and equipment installed or incorporated in the . . . . . and all work delivered in the premises, together with all improvement sand appurtenances constructed thereon by . . . . . to the Virgin Islands Waste Management Authority free of any claims, liens, or charges; further that neither if nor any person firm or corporation furnishing any material or labor for any work covered by this contract has any unpaid expenses or wages for such material or labor nor has any right to a lien upon the premises or any improvements or appurtenances thereon.

IN WITNESS WHEREOF the hand and seal of the contractor have been hereunto set this . . . . . day of . . . . . 200 .

By . . . . . .

(seal)

I . . . . . certify that I am the . . . . . of the corporation named as contractor herein; that . . . . . who signed this release on behalf of the corporation was then . . . . . of raid corporation and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

. . . . . .

Sworn to before me this date . . . . . .
. . . . . .
. . . . . .
(Notary)

SECTION 00801
TERMINATION OF CONTRACTS

_____0_____

CONVENIENCE OF THE AUTHORITY

(a) The performance of work under this contract may be terminated by the Authority in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

(i) stop work under the contract on the date and to the extent specified in the Notice of Termination;

(ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) assign for the Authority, in the manner, at the times, and to the extend directed by the Contracting Officer, all of the right title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;

(vi) transfer title and deliver to the Authority in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed pans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Authority.

(vii) use his best efforts to sell, in manner, at the times, to the extent, and at the price or prices directed or authorized by the Executive Director, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribe by and at the price or prices approved by the Executive Director and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Executive Director may direct;

(viii) completed performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(ix) take such action as may be necessary, or as the Executive Director may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Executive Director his termination claim, in the form and with certification prescribed by the Executive Director. Such claim shall be submitted property but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Executive Director, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Executive Director determines that the facts justify such action he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Executive Director may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the Executive Director may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise accordingly, and the contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Executive Director to agree upon the whole amount to be paid to the Contractor by reason of termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the contractor and the Executive Director to agree as

provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Executive Director shall pay to the Contractor the amounts determined by him as follows; but without duplication of any amounts agreed upon in accordance with paragraph (d).

(i) for completed supplies, materials and equipment or services accepted by the Authority (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or appropriately adjusted for any saving of freight or other charges.

(ii) the total of:

(A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (I) hereof;

(B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are property chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and

(C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicate rate of loss; and

(iii) the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

INSTRUCTION

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 Virgin Islands Waste Management Authority.

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, and 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 therefor, 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.