



# REQUEST FOR PROPOSALS #2020-022

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On-Call Architectural/Engineering Services  
Capital Improvement and Disaster Recovery

**Friday, November 20, 2020**



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Robert Graham, CPM  
Executive Director/Contracting Officer

## **MANDATORY SUBMITTALS (EXHIBITS) AND ATTACHMENTS**

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### **EXHIBIT A**

Fee Proposal Form

### **EXHIBIT B**

W-9 – Request for Taxpayer Identification Number and Certification

### **EXHIBIT C**

Required Representations and Certifications

### **EXHIBIT D**

Subcontractor Data Form

### **EXHIBIT E**

Section 3 Business Self-Certification Form

### **EXHIBIT F**

Principal Personnel Disclosure Statement Certification and Instructions

### **EXHIBIT G**

Respondent Disclosure Certification

### **EXHIBIT H**

Liability Questionnaire

### **EXHIBIT I**

HUD-50071 - Certification of Payments to Influence Federal Transactions

### **EXHIBIT J**

Record of Comparable Projects in Past Two (2) Years

### **EXHIBIT K**

Record of Comparable in Progress

### **EXHIBIT L**

Contractor Responsibility Survey

### **EXHIBIT M**

Addenda Acknowledge Form

### **EXHIBIT N**

HUD-5369-B – Instruction to Offerors Non-Construction

### **EXHIBIT O**

HUD-5370-C - General Contract Conditions Non-Construction Section I (With or without Maintenance Work)

Copy of Valid Business License

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## **PART 1 – GENERAL INFORMATION**

### **1.1 The Virgin Islands Housing Authority (VIHA)**

The Virgin Islands Housing Authority (VIHA) a public body corporate and political is located within the United States Virgin Islands, an un-incorporated territory of the United States. VIHA is responsible for planning, financing, constructing, maintaining, and managing all public housing developments located on the three islands of St. Thomas, St. John and St. Croix, which include ten (10) Asset Management Projects (AMPs) with 2,954 public housing units in 24 communities. VIHA's mission is to create vibrant, dynamic, sustainable communities so families can evolve economically, and to improve lives and strengthen communities through quality, safe and affordable housing and by providing a myriad of services to empower public housing residents. VIHA also administers the Territory's Housing Choice Voucher Program, which currently provides rental assistance in the form of vouchers to 2,017 eligible low-income families, the elderly, and persons with disabilities. The vouchers help low-income families to rent affordable housing of their choice from private landlords in the Territory and are funded by the U.S. Department of Housing and Urban Development.

### **1.2 Solicitation Purpose**

VIHA is in the process of recovery from Hurricanes Irma and Maria. VIHA is soliciting for the selection of one or more architectural and engineering firm(s) with experience in formulating an aggressive redevelopment, repositioning, modernizing or disaster resiliency improvements for several of its public housing communities and/or other property and/or vacant land owned by or under the control of VIHA. VIHA desires to upgrade its public housing communities, fully utilize its vacant property and reposition some of its properties for mixed-income, mixed-use affordable housing developments with possible commercial and other market-rate use utilizing Low-Income Tax Credits (LIHTC), New Market Tax Credits, Choice Neighborhood Grants, Capital Fund Grants and other non-public housing redevelopment funds. This will assist VIHA improve its options for relocation of its displaced families on the islands to a new affordable housing development that is designed to withstand the destruction of another hurricane. VIHA is also uniquely positioned to receive a portion of HUD's CDBR-DR funds to assist with its new development strategies.

Other VIHA properties will be modernized by incorporating code upgrades to their building systems and other upgrades that will enhance the entire site and building envelope of the properties; thus, providing residents with safer, better living environments and communities. Still, some properties may undergo demolition in order to provide substantial new construction of quality affordable apartments complete with desirable amenities. VIHA desires to have key properties positioned so that they seamlessly fit into the broader Virgin Islands community, use the latest design materials, but maintain our Caribbean characteristics and charm; while not forgetting to be environmentally friendly and energy conscious in designs.

As each property, community and island is unique, VIHA desires to contract with multiple firms to assist in the design and facilitation of the unique hurricane-resiliency improvements; thus requiring some redevelopment of specific properties, repositioning, modernizing, code upgrades, hazard mitigation or other capital improvements.

**Please Note:** Respondents are responsible for reading this Request for Qualifications ("RFQ") and all exhibits, in its entirety, as updates and revisions have been added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

### **1.3 Task Order Process.**

**A. Task Order Process Summary.** VIHA shall authorize the Architect to perform work in accordance with the following process summary and the other provisions under this Section:

- 1) VIHA will describe or define a scope of work and request that the Architect provide a detailed cost breakdown, delivery schedule and deliverables to perform the work.

- 2) VIHA will determine the cost reasonableness of the Architect's proposed cost.
- 3) VIHA may negotiate with the Architect over any aspect of the Task Order, and thereafter, VIHA will document the rationale for the final award of the work. Such reasoning may be included in the Task Order.
- 4) VIHA and the Architect shall agree upon a schedule of time and order for development of the Project and the performance of the Architect's services, based upon reasonable times for review, approval, and return of documents, to insure the prompt and continuing prosecution of the work. The agreeable time will be listed in each Task Order.
- 5) VIHA will issue the Task Order that (i) references the Agreement executed as a result of this solicitation; (ii) defines the Task Order scope of work; (iii) defines the construction cost estimate (if applicable); (iv) defines time limitations, including final completion dates for deliverables; (v) defines the Fixed Firm Cost or other reasonable cost to perform the work; (vi) defines the deliverables including the interim and final submission dates and the number of sets of documents to be delivered to VIHA.

**B. Indefinite Delivery/Indefinite Quantity ("IDIQ") Contract Overview.** This solicitation will result in the execution of one (1) or more indefinite delivery/indefinite quantity contracts for professional Architectural/Engineering Services and effective for the period stated in this solicitation. The quantities of services specified in this solicitation are estimates only and are not purchased by the resultant contract. If the quantities described as "estimated" or "maximum" in this solicitation are not actually ordered, that fact shall not constitute the basis for an equitable price adjustment.

1. Delivery or performance of services shall be made only as authorized by Task Orders issued for certain scopes of work identified within this RFP and issued in accordance with the Ordering Clause (see sub-paragraph C, below) and the resultant contract (see **Exhibit G - Form of Contract**). Subject to any limitations in the Order Limitations clause or resultant contract (hereinafter referred to as "Agreement"), the firm shall furnish to VIHA all services specified in this solicitation and Architect's proposal response and called for by Task Orders issued in accordance with the Ordering Clause. VIHA may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations.
2. Except as the resultant contract may otherwise provide, VIHA shall order from the Architect(s) all the services specified in this solicitation and resultant contract that are required to be procured by VIHA.
3. VIHA is not required to order from the Architect services or requirements in excess of any limit on total orders under the resultant contract.
4. If VIHA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under the resultant contract, and if the Architect will not accept an order providing for the accelerated delivery, VIHA may acquire the urgently required services from another source.
5. Any Task Order issued during the effective period of the resultant contract and not completed within that period shall incur Liquidated Damages in the amount of \$281.99 per Day. The resultant contract shall govern the Architect's and VIHA's rights and obligations with respect to that Task Order to the same extent as if the order were completed during the resultant contract's effective period; *provided*, that the Architect shall not be required to make deliveries under the resultant contract after the period stated within said Task Order.

**C. Ordering Clause.** Any supplies and services to be furnished under the Agreement with an Architect shall be ordered by the issuance of Task Orders authorized by the VIHA individuals or department(s) designated in the Agreement. Such orders may be issued from the Effective Date of the Agreement through the last day of the Initial Term or last exercised Option Term, if applicable.

1. All Task Orders are subject to the terms and conditions of the Agreement. In the event of conflict between a Task Order and the Agreement, the Agreement shall control.
2. Task Orders may be issued orally, by facsimile, in writing (signed by the parties), or by electronic mail, as may be authorized in the Agreement.
3. If applicable, specific deliverables will be reimbursed at cost as identified within each negotiated Task Order (e.g., final deliverables requiring mass reproduction).

**D. Order Limitations and Order Estimates.**

1. **Minimum Task Order.** When VIHA requires supplies or services covered by this Agreement in an amount of less than \$2,500.00, VIHA is not obligated to purchase, nor is the Architect obligated to furnish, those supplies or services under this Agreement.
2. **Maximum Task Order.** The Architect is not obligated to honor any single Task Order for supplies or services in excess of \$100,000.00.
3. **Dishonoring Task Order.** Notwithstanding sub-paragraph (1) above, the Architect shall honor any order exceeding the maximum order limitations in paragraph (1), unless that Task Order is returned to the VIHA ordering department within five (5) business days after issuance, with written notice stating the Architect's intent not to provide the supplies or services called for and the reasons therefore. Upon receiving this notice, VIHA may immediately acquire the supplies or services from another Architect.
4. **Estimated Task Order Amounts.** VIHA estimates that it will issue Task Orders valued at an estimated minimum of \$2,500 up to an estimated \$100,000 or more. ***VIHA estimates that the aggregate amount of Task Orders issued pursuant to this solicitation during the Initial Term and Option Terms shall be in excess of \$250,000 Dollars.***

**E. Single or Multiple Awards (and Minimum Quantity to be Order if Multiple Awards).** VIHA may elect to award a single Agreement or multiple Agreements for the delivery of the same or similar supplies or services by Task Order from two or more sources under this solicitation.

1. The VIHA Contracting Officer shall have broad discretion with respect to the Task Order placement procedures in the case of an award of multiple Agreements (known as a "Pool" of Architects) under this solicitation, including:
  - a) Requesting a brief proposal from the Architects in the Pool and then selecting the Architect to provide the Task Order supplies or services based on an informal evaluation of the proposals (a formal evaluation plan or scoring of proposals is not required);
  - b) Alternating the placement of Task Orders for supplies or services among the Pool of Architects;
  - c) Selecting a Architect to provide the supplies or services by Task Order from the Pool of Architects based on objective criteria, such as past performance on earlier Task Order(s) under this Agreement (including quality, timeliness, and cost control), a need to meet minimum order requirements under this Agreement, price or cost of the supplies or services, potential impact on other orders already placed with a Architect, or any other objective criteria identified;
  - d) Selecting an Architect based on other circumstances as described in a brief rationale memorandum prepared by the Contracting Officer or his/her designee.
1. The Contracting Officer or her designee shall document in the contract file the brief rationale for placement of each Task Order when the Agreement contemplates multiple awards to a Pool of Architects.
2. In the event that VIHA awards multiple Agreements pursuant to the solicitation, then VIHA shall purchase a minimum of \$2,500.00 of services and/or supplies from each Architect in



work hereunder within the terms of the Contract. The total Contract Period shall not exceed two (2) years from the effective date of the Contract (i.e., the date on which the original Contract is executed by VIHA). VIHA shall have an option to extend the term of the Contract. The Terms of the Contract are:

INITIAL TERM – One (1) Year

OPTION TERM 1 – One (1) Year

## 1.5 Schedule of Events

The following Schedule of Events represents VIHA's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
RFP Released	Friday, November 20, 2020
Deadline for Questions	Friday, November 27, 2020 by 12:00 P.M. LOCAL TIME
Proposal Due Date and Time	Monday, December 14, 2020 by 11:00 A.M. LOCAL TIME

VIHA reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, VIHA will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. Addenda to this RFP will only be issued and posted on VIHA's website at: <http://www.vihousing.org>

## 1.6 Communications

All procurement actions facilitated by VIHA will be conducted in an open, transparent and competitive manner. VIHA will take into account with each transaction competitive pricing, quality of work, reputation and referrals, and understanding of the solicited deliverables and/or requirements. VIHA supports solicitation of proposals from all markets with no geographical preferences and to give ALL qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with VIHA as Contractors and Subcontractors.

In order to maintain a fair and impartial competitive process, VIHA and any outside consultants assisting VIHA with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any VIHA staff and/or outside consultants assisting VIHA with this solicitation except:

- Through the RFP Point of Contact named below;
- As otherwise specified in this RFP; and/or
- As provided by existing work agreement(s) (if any)

Prohibited communications includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. VIHA reserves the right to reject the proposal of any Respondent violating this provision.

- A. Questions must be submitted in writing via email to [mmiller@vihousing.org](mailto:mmiller@vihousing.org). **VIHA will receive requests for additional information and/or clarification relative this solicitation between Friday, November 20, 2020 12:00 P.M. LOCAL TIME and Friday, November 27, 2020 by 12:00 P.M. Local Time.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this RFP. VIHA **will not** respond to requests for information after the date stated above.
- C. **It is the responsibility of the Respondent to monitor VIHA's website for any addenda issued.** All Respondents are encouraged to frequently check VIHA's website for additional information.
- D. All requests for information or clarification pertaining to this solicitation must be addressed in writing.

## **PART 2 – SCOPE OF WORK**

### **2.1 Scope of Work and Specific Requirements**

The Virgin Islands Housing Authority (VIHA), referred to as "VIHA" or "the Owner" hereafter, desires to execute a one or more Indefinite Delivery Indefinite Quantity (IDIQ) Emergency Disaster Recovery A/E Services Contract between VIHA and one or more professional Architectural/Engineering (A/E) firm(s), referred to as "the Architect" or hereafter, qualified to perform the Scope of Work outlined in this Exhibit A. The work activities will relate to communities or properties owned or under the control of VIHA located on St. Thomas, St. John and St. Croix in the U.S. Virgin Islands, which have been severely damaged due to the impact of Hurricanes Irma and Maria; thus, requiring VIHA to redesign and redevelop structures more resilient to hurricanes and other natural disasters. This work includes repairs with code upgrades to damaged roofs, windows, doors, interior and exterior of severely damaged apartments within various communities, demolition of existing buildings, redesign of hurricane-damaged buildings and improvements to site utilities and infrastructure through hazard mitigation. The activities under each IDIQ contract will be agreed upon between VIHA and Architect following the Task Order process outlined in Section 1.2, below. The Architect will provide valuable design, review, facilitation, permitting, inspection, document preparation, evaluation, land use planning, project management, supplemental resource capacity, and other technical assistance necessary for VIHA to meet its overall redevelopment and modernization related goals

The Architect/Engineering Firm(s) shall supply such professional services as may be necessary for planning, design, approval and implementation of such project(s) and initiative(s), as VIHA may assign to the Architect. VIHA's 1<sup>st</sup> priority projects are the aggressive redevelopment of the Estate Tutu Hi-Rise Apartments at its existing location and/or other property locations and/or vacant land owned by or under the control of VIHA; and the demolition and reconstruction of VIHA's Central Office Building on St. Thomas.

Such professional services may include; but, shall not be limited to, architectural, site planning, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape architectural, energy-efficiency, green engineering, cost estimating, renderings, bid document preparation, evaluation and recommendation of bids, plan review, construction management, demonstration project development, strategic/logistical services, and other professional or related services required for the complete performance of the Emergency Disaster Recovery redevelopment activities assigned by VIHA.. The professional services related to the Emergency Disaster Recovery and redevelopment activities may include:

- Conceptual site and floor plans with 2D and 3D renderings
- Design of newly constructed communities and common areas
- Evaluation/Design of utility infrastructure repairs, improvements and new construction
- Design and Project Management of repairs, demolition and rehabilitation of existing building exteriors and community common areas
- Documenting disaster damages and repair costs due to Hurricanes and other Natural Disasters
- Redesign/Upgrades of electrical and plumbing systems for Energy-Efficiency
- Market, Feasibility, and Related Studies
- Parking Lot designs
- Landscaping planning and design
- Roof Repairs/Resurfacing
- Section 504/ADA/UFAS Accommodations
- Facilitating design and development of innovative demonstration programs designed to improve affordable and/or homeownership housing opportunities
- Exterior Security Barriers
- Preparation of Design Concepts for Planning & Grant Applications



Generally, the professional services required by VIHA will fall into one of four (4) non-exclusive categories of services described below. As many of the contemplated activities may fall into multiple categories of service, the specific activities and deliverables expected of the Architect shall be described in a Task Order executed pursuant to Section 1.2 of this Exhibit "A" by VIHA and Architect.

General Category of Service	Summary Description of Services	Exhibit "A" Section Reference
Architectural/Engineering Services	Architectural, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape Architectural, cost estimating, master planning, building assessments, renderings etc.	Section 2.3
Technical Assistance Services	Energy efficiency, energy savings analysis, plan review, green engineering, construction management, bid document preparation/review, construction proposal review/evaluation, financial analysis and pro forma development; Total Development Cost ("TDC") calculations, soil testing, surveys, etc.	Section 2.4
Community Plan, Concept or Initiative Development Services	Site planning, redevelopment plan, construction planning schedules, cost reasonableness analysis, economic independence analysis, market/demographic study, demonstration project development and approval, consultations/meetings with local government officials, community partners and HUD headquarters staff, etc.	Section 2.5
Related Professional Services	Funding identification and application including HUD, FEMA, CDBG-DR, FEMA Hazard Mitigation Programs, Environmental Clearances, other grant application and support, not limited to REAC Inspection preparation support, UPCS/HQS Inspection support, environmental investigations, etc.	Section 2.6

- a. **General Considerations.** In the performance of the professional services contemplated by this solicitation, the Architect shall use its best efforts to provide the services set forth in the Task Order and such services shall be delivered timely and in good workman-like fashion employing the Architect's best efforts to complete the professional services in the best and soundest way and in the most expeditious and economical manner consistent with the interests of VIHA.
- i. **HUD and Code Compliance.** The preparation and review of a design, bid, contract, initiative or other document package(s) including, but not limited to, complete construction/working drawings (including schematic and conceptual designs and design development), and a complete specification/project manual, reports, drawings, plans, applications and other documents shall all comply with the applicable regulations and standards of the U.S. Department of Housing and Urban Development ("HUD"), the Federal Emergency Management Agency (FEMA), Environment Protection Agency (EPA) and all other applicable Federal Codes and ordinances. All design documents must be in compliance with the U. S. Virgin Islands Local Building Code and all adopted applicable National Codes as administered by Department of Planning and Natural Resources of U.S.V.I
- ii. **Conference and Meeting Attendance.** Architect or Architect's representative(s) shall hold such pre-bid, pre-construction and other conferences (whether telephonic, video or otherwise) and attend such conferences involving matters related to the professional services of the Project when and as deemed necessary by VIHA.

- iii. **Ownership of Documents.** All Drawings, Specifications and other design documents prepared and furnished by the Architect shall become the property of VIHA upon approval, in writing, by VIHA, or upon the prior termination of the Architect's services hereunder, and the Architect shall have no claim for further employment or additional compensation as a result of exercise by VIHA of its full rights of ownership of these documents and materials.
  
- b. **Architectural and Engineering Services.** Architect shall perform such Architectural (including, but not limited to, design, review, inspection, investigation and related services), structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape Architectural, cost estimating, and other related tasks as VIHA may assign by Task Order, from time to time. In the performance of these professional services, the Architect shall adhere to the following:
  - i. **Design Criteria, Laws and Ordinances.** For all design-related professional services, the Architect shall design the Project to conform to all applicable Federal, State, Territory and local laws, codes, ordinances, regulations, and standards as modified by any waivers which may be obtained from the appropriate jurisdictions. Minimum design criteria/ordinances include:
    - 1) The Uniform Federal Accessibility Standards ("UFAS") as developed under the *Architectural Barriers Act of 1968*, as amended, 42 U.S.C. §§ 4151, *et seq.*;
    - 2) *The Americans with Disabilities Act of 1990* ("ADA"), as amended, 42 U.S.C. §§12101, *et seq.*;
    - 3) Section 504 of the *Rehabilitation Act of 1973*, as amended, 29 U.S.C. §§701, *et seq.*;
    - 4) *Fair Housing Act*, as amended, 42 U.S.C. §§3601, *et seq.*;
    - 5) Virgin Islands Zoning, Building and Housing Laws as published by the Government of the Virgin Islands, as the same may be amended from time to time;
    - 6) *Current* International Building and Residential Code, as the same may be amended or superseded from time to time;
    - 7) Environmental Protection Agency (EPA) Regulations on Lead-Based Paint and Asbestos Abatement; and
    - 8) Appropriate National Fire Protection Association ("NFPA") Standards as referenced in the Public Housing Modernization Standards Handbook.
  - ii. **Design Cost Limitations.** The Architect **shall** design the project to be built, modernized or otherwise improved within the budgeted cost estimate set by VIHA and referenced in the Task Order from VIHA's and other budgets from other available funding sources.
  - iii. **Restrictive Drawings and Specifications.** The Architect **shall** avoid the use of design elements with proprietary or other construction systems, materials, or products that would limit competition, except where authorized by VIHA.
  - iv. **Professional Design Services.** All professional design services shall be delivered in accordance with the following, as the same may be specifically modified by the Task Order as necessary :
    - 1. **Schematic Design Phase.** Upon receipt of the VIHA's Task Order and written Notice to Proceed, the Architect shall prepare and deliver the Conceptual and Schematic Design Documents to VIHA within the time specified. Promptly upon execution of any Task Order, the Architect shall consult with the VIHA to ascertain any additional requirements of the Project. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy, both in construction and in administration and to comply with current criteria and cost limitations. They shall include:
      - a) Recommendations for phasing of construction
      - b) Conceptual sketches and layouts.
      - c) 2D and 3D Renderings of final concepts.
      - d) Specifications - Submit sample outline specifications of each trade necessary to fully construct the design, for discussion with and approval from VIHA.
      - e) Site plan(s) showing location of all buildings.

- f) Drawings (appropriately sealed, by the relevant licensed professional, if required by VIHA).
- g) Submit near complete floor plans and half complete details, schedules, and largescale plans.
- h) Wall sections and elevations sufficient to serve as the basis for a cost estimate.
- i) A statement of estimated construction cost covering all work designed or specified by the Architect, representing Architect's best judgment as a design professional familiar with the construction industry and construction practices in the U. S. Virgin Islands.
- j) Project specific analysis of applicable codes, ordinances and regulations; and the possible affect on the project.
- k) Such other items as VIHA may require.

2. Construction Documents Phase. Upon approval of the Schematic Design Documents by VIHA, the Architect shall prepare and deliver to VIHA for VIHA's approval, all Bidding and Construction Documents, which are required prior to advertising for bids. The drawings and specifications produced in this Construction Documents Phase shall be consistent with the approved Schematic Design Documents. Changes that may be recommended by the Architect to keep within the estimated construction cost, or for other reasons arising during this Phase; shall require the approval of VIHA before execution. They shall include:

- a) Drawings and Specifications - These documents shall set forth in detail and prescribe the work to be done, the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical and site work; the necessary bidding information, together with bid and contract forms; and General and Special Conditions of the Contract. In addition, the drawings shall include the following:
  - i) Title sheet with Index of drawings;
  - ii) Titled sheets for all demolition;
  - iii) Specifications which outline the performance of all applicable work necessary to the administration and all aspects of the construction or demolition of the project;
  - iv) Completed site plans, floor plans, elevations, wall sections, details and schedules for all new and modified work;
  - v) Reference to applicable specialized work required for the abatement of lead-based paint and asbestos abatement; and
  - vi) Such other documents as VIHA may require.
- b) Cost Breakdown - The Architect shall furnish VIHA a breakdown of the estimated construction cost of the Project consistent with the Bidding and Construction Documents. Changes from the Estimated Project Construction Cost shall be explained and are subject to the approval of VIHA. The cost breakdown shall:
  - i) Show unit quantity, unit measure, unit cost, and total costs of labor and materials for each sub-heading;
  - ii) Show taxes and insurance on labor;
  - iii) Show applicable sub-architect/engineering's mark-up as a percentage of cost;
  - iv) Use wage rates that reflect current (and if applicable, required) wages at the time the estimate is submitted;
  - v) Price material at the Architect's buying level; and
  - vi) Show any miscellaneous costs.
- c) Approval of Documents by VIHA – The Architect shall submit the above documents to VIHA, and shall make all changes necessary to obtain approval by VIHA, or VIHA's financial institution(s) or other applicable regulatory entity(ies) designated by VIHA.
- d) Approval of Documents by Other Agencies – After the Bidding and Construction Documents are approved by VIHA, the Architect shall submit to those agencies of the

local, state or Federal Government (except HUD unless specifically instructed to the contrary by VIHA, in writing) having jurisdiction over the Project documents, which they have the right to require for approval or permitting. The Architect shall promptly make all changes in the Bidding and Construction Documents necessary to obtain approval or permitting by these agencies

- e) Certification – The Architect shall furnish certification to the VIHA that the Bidding and Construction Documents comply with the provisions of Exhibit A, Section 2.1(b), above.
- f) Final Documents – The Architect shall provide the following final documents in the form indicated below:
  - i) Seal - Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under the Task Order.
  - ii) Standard Reproduction Requirements. Unless otherwise indicated in the Task Order, the Architect shall provide VIHA five (5) sets of documents of the approved Bidding and Construction Documents, reproduced for bid and construction purposes in such form as the VIHA may direct. Additional sets as directed by the VIHA shall be reimbursable as provided in the Task Order.
  - iii) Revisions - The Architect, whenever necessary, shall make revisions in Bidding and Construction Documents necessary to gain or maintain approval of the documents, due to deficiencies, inaccuracies or required changes, and for other design matter for which the Architect is responsible under the requirements of the Task Order.

3. Contract Award Phase. The Architect shall assist VIHA in connection with advertising for soliciting and securing bids and awarding construction and development contracts. This shall include:

- a) Responses to inquires
- b) Drafting and issuing addendum approved by the Owner
- c) Attending pre-bid conference(s)
- d) Attending public bid openings
- e) Reviewing and tabulating bids
- f) Recommending list of eligible bids
- g) Recommending award
- h) Such other activities as VIHA may reasonably request

If, after the opening of bids, the lowest, responsive and responsible bid exceeds, by more than 10% of the estimated construction cost; the Architect, upon order of VIHA, shall make such revisions and alterations in the Drawings and Specifications as may be necessary to permit proper construction and completion of the Project within the Estimated Project Construction Cost, and/or to permit rebidding.

4. Construction Phase. The Architect shall perform all of the following activities:

- a) Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- b) Review and approve Architect's shop drawings and other submittals for conformance to the requirements of the contract documents.
- c) Make periodic visits to the site to become familiar with the progress and quality of the work, determine if the work is preceding in accordance with the contract documents, and verify that work performance and material quality is consistent with the contract documents. On the basis of these onsite observations, Architect shall endeavor to guard VIHA against defects and deficiencies in the work. After each visit, the Architect shall submit a written report to VIHA that shall include all observed deficiencies. The Architect or representative shall make such visits not less than

once during each week while construction is in progress including completion of planting, landscaping and site work. These visits shall continue as a basic service for a period not to exceed by more than 10% the construction period originally established in the construction contract.

- d) Conduct other project visitations as required by VIHA.
- e) Advise the VIHA on needed interpretations (other than legal interpretations) and clarifications of the Drawings and Specifications.
- f) Determine the extent of laboratory testing required for the work; recommend suitable arrangements for tests of materials, clearance of hazardous materials; structural systems, or equipment; with approval of VIHA, make any necessary arrangement for the selection of samples, and the actual testing thereof; and recommend Owner's approval or disapproval of samples, certificates, and test reports.
- g) Advise on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
- h) Prepare documents (drawings, sketches, specifications, etc.) for VIHA to request a written change order from the construction Architect.
- i) Prepare an independent cost or price analysis for all proposed change orders.
- j) Assist VIHA in negotiating all change orders.
- k) Review and approve all change order documents.
- l) Review and recommend to VIHA payment of periodic estimates of the value of acceptable work in place, and materials delivered to and properly stored on site.
- m) Prepare a set of reproducible record prints of Drawings, showing significant changes in the work made during construction, and other data furnished by the construction Architect to the Architect.
- n) Prepare a written punch list, certificates of completion and other necessary construction close out documents.

5. **Guarantee Phase.** The Architect is responsible for performing required warranty period inspections. These include an inspection at thirty (30) days prior to the close-out of each warranty period for the elements warranted. The Architect shall provide a written site visit report, notifying VIHA of any defects relating to the manufacturer or Architect warranties on equipment and systems, and on construction Architects' warranties on material and workmanship.

- v. **General Payment Considerations.** Generally, the scheduling of payments for the Architect will be specified in the Task Order. Payment scheduling will normally be conditioned upon completion and VIHA's approval of the various deliverables under the Phases as set forth in Exhibit A, Section 2.2(D), above. Payment will normally be scheduled as follows:

Design Services Phase	Aggregate Payment Percentage
Schematic Design - [see Paragraph 2.2(D)(1)]	30%
Construction Document - [see Paragraph 2.2(D)(2)]	65%
Contract Award - [see Paragraph 2.2(D)(3)]	75%
Construction - [see Paragraph 2.2(D)(4)]; and Guarantee - [see Paragraph 2.2(D)(5)]	100%
Other Design-related Activities	As negotiated

- vi. **Additional Services.** VIHA may order additional Architectural and/or Engineering Services, from time to time, via Task Order or an Amendment to the Task Order. Prior to the commencement of

such work, there shall be an agreement in writing as to rates of pay, and the estimated maximum cost, timeframe and deliverables. Such additional services may include, but not be limited to:

1. Revisions of previously approved Drawings, Specifications and other documents due to causes beyond the control of the Architect and not due to any error or omission by him or her or failure to carry out his or her obligations under this Agreement, including but not limited to revisions required:
  - a. By Criteria or code changes;
  - b. To meet subsurface soil conditions; and
  - c. By errors or inaccuracies in the documents furnished by VIHA
2. Arranging for the work to proceed should any Architect on the Project default.
3. Arranging for work and other deliverables should any Architect (including, but not limited to, an Architect engaged pursuant to the RFQ) default on another Project of VIHA's.
4. Observing and inspecting the replacement or repairs of any work damaged by causes not attributable to the Architect's responsibility under the Agreement.
5. Preparing to serve or serving as an expert witness in connection with any public hearing, Arbitration proceeding or legal proceeding.

c. **Technical Assistance Services.** These services shall be for such professional services (excepting the Architectural and Engineering Services already described in Exhibit A, Section 2, above) as may be necessary for, or related to, planning, design, approval and implementation of such project(s) and initiative(s) as VIHA may assign to the Architect, or have assigned to another Architect, in furtherance of VIHA's aggressive hurricane recovery through redevelopment, repositioning, modernizing or otherwise improvement of several of its affordable housing communities and/or other property and/or vacant land owned by or under the control of VIHA, (hereinafter collectively referred to as "Redevelopment Activities"). Such services shall generally be for activities where VIHA requires technical, logistical or professional assistance in support of VIHA's hurricane recovery projects, initiatives or other Redevelopment Activities and shall include, but not be limited to: knowledge of FEMA Public Assistance Program, FEMA Hazard Mitigation Program, Community Development Block Grant – Disaster Recovery Grant (CDBG-DR), Energy efficiency studies; energy savings analyses; plan reviews; green engineering; landscape planning and engineering, construction management; bid document preparation/review; construction proposal review/evaluation; Total Development Cost ("TDC") calculations and analyses; soil testing; Phase I or Phase II Environmental testing; environmental investigations; land, topographical and elevation surveys; Section 504, ADA and other accessibility evaluations and investigations; viability and feasibility analyses; building/land assessments and investigations including strategic capital improvement plans; documenting disaster damages and repair costs due to Hurricanes and other Natural Disasters; serving as Owner's Representative; preparation of HUD diversity and economic reports, including, but not limited to: *Contract and Subcontract Activity Report* (form HUD 2516), *Semi-Annual Labor Standards Enforcement Report – Local Contracting Agencies (HUD Programs)* (form HUD 4710), and *Section 3 Summary Report* (form HUD 60002); preparation of CFP, HOPE VI and other periodic HUD reporting tools designed to show the progress on VIHA's Redevelopment Activities; and such similar or like matters where VIHA requires or desires technical services

d. **Community Plan, Concept or Initiative Development Services.** These services shall be for such professional services relating to VIHA's Redevelopment Activities that are broader in concept or scope or more strategic than the services set forth in Exhibit A, Section 2.2 and Section 2.3, above. Such services may include, but not limited to: site planning; drafting and refining Redevelopment Plans; HOPE VI and other Federal and Territory Grant Application writing and support; construction planning schedules and budgets; cost reasonableness analyses; economic independence analyses; market, demographic, best use and economic studies/analyses; demonstration project development and approval; Uniform Relocation Act activities and plans; consultations, meetings and presentations to local government officials, community partners, employees, residents, participants and HUD and FEMA staff; and such similar or like matters where VIHA requires or desires such services. Architect may provide these services through its own resources or by use of approved architects or other qualified third parties.



- e. **Related Professional Services.** These services shall be for additional professional services related to VIHA's Redevelopment Activities or services related to VIHA's day-to-day needs for its existing real estate portfolio. Such services may include, but not limited to: funding identification and application; grant and foundation application and support; FEMA, CDBG-DR, FEMA Hazard Mitigation, REAC Inspection preparation; Uniform Property Conditions Standards ("UPCS") and/or Housing Quality Standards ("HQS") examinations, analyses and related activities; financial analysis and pro forma development; legal consultations/advice/negotiations relating to HUD regulations and/or planning, development or relocation related documents; UPCS/HQS Inspection support; Section 504/ADA/UFAS Accommodations and related activities; and such similar or like matters where VIHA requires or desires such services.
- f. **VIHA's Responsibilities.** VIHA shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work. Moreover, VIHA shall:
- i. Designate the representative authorized to act in its behalf with respect to the Project.
  - ii. Examine documents submitted by the Architect and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Architect's work.
  - iii. Provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.
  - iv. Provide a statement of any work, such as street improvements, to be performed by others and, therefore, not to be included in the Construction Contract for the Project or the Task Order.
  - v. Give prompt written notice if VIHA observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
  - vi. Furnish, refer or otherwise make available the schedule of minimum wage rates approved by the Secretary of Labor for inclusion in the bid or other applicable documents.
  - vii. Furnish structural, mechanical, chemical or other laboratory tests, inspections and reports as required by law, the Contract Documents or the Task Order.
  - viii. Undertake such other responsibilities as may be specifically required in the Task Order.

## **2.2 MISCELLANEOUS REQUIREMENTS**

The Architect shall also be subject to the requirements set forth below:

- 2.3 **ASSIGN ABILITY** The Architect shall not assign or transfer any interest in the Agreement except that claims for monies due or to become due the Architect from the Owner under the Agreement may be assigned to a bank, trust company, or other viable financial institution. If the Architect is a partnership, this contract shall inure to the benefit of the surviving or remaining members of such partnership approved by the Owner.

## **END OF PART 2 – SCOPE OF WORK**

## PART 3 – PROPOSAL SUBMISSION

### 3.1 Proposal Format and Structure

The proposal shall be submitted in a suitable binder with no loose documents, securely bound with tabs clearly identifying each section presented below, and properly identified in a table of contents. The Respondent must label its response using the following corresponding section/tab numbers so that VIHA can easily organize and navigate the Respondent's response.

The sections are delineated as follows:

- A. Introductory Letter.** Firm shall provide a brief synopsis on company letterhead of its ability to perform the scope of work outlined in the RFP and identify the benefits provided by it offering. The Introductory Letter must include the legal business name and company status (i.e., partnership, corporation – including State or Territory of incorporation, etc.). Additionally, the respondent must state if there have been any recent (within the past 3 years) changes in ownership and/or substantial leadership changes. Also, please include the location of the Firm's principal place of business and discuss any joint venture partners or sub-consultants as they pertain to the RFP. ***Please limit Introductory Letter to three (3) pages maximum.***

The Virgin Islands Housing Authority will evaluate all responses and will select the three (3) most highly qualified names or firms and rank them in a one-two-three order, according to the following qualifications:

- B. Tabbed sections as indicated:**

TAB	WEIGHTED SCORING CRITERIA	PAGE COUNT
A	Proposed Team and Previous Experience	Maximum 6 pages
B	Location and Facilities of Working Office(s)	Maximum 4 pages
C	Present Proposed Design Approach for this Project	Maximum 5 pages
D	Cost Control and Estimating Effective	Maximum 2 pages
E	A/E Fee	N/A-Use Form
F	Commitment to Diversity	Maximum 2 pages
G	Mandatory Submittals	N/A-Use Forms

The proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.

A page is considered to be one side of a single side of and 8½" x 11" paper, single-spaced using not smaller than an 11-point font, and containing margins at the top, bottom, and sides of no less than one inch in width. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible and will be included in page count. VIHA will allow a font size no smaller than 9 point for information included in tables and charts ***only***. **All proposal pages must be consecutively numbered. Respondents are cautioned that if their Proposal exceeds the page limitation, VIHA will evaluate up through the permitted number of pages only. Information contained on pages beyond that limit will not be considered.** Brevity with respect to proposals is strongly encouraged.

**All information must be incorporated into a response to a specific requirement and clearly referenced.** Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Respondent's proposal.

**VIHA may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Respondent's best terms from a cost or price and technical standpoint. The selected firm must be ready to execute contract within one week of receiving a contract from VIHA.**

### **3.2 Submission of Proposals**

By submitting a response to the RFP, the Respondent is acknowledging that the Respondent:

1. Has read the information and instructions; and
  2. Agrees to comply with the information and instructions contained herein.
- A. **Proposal Submission** – All proposals must be submitted via email to [mmiller@vihousing.org](mailto:mmiller@vihousing.org) no later than the submittal deadline stated herein (or within any ensuing addendum).
- B. Each proposal and all materials submitted to VIHA in response to this RFP shall become the property of VIHA. Selection or rejection of a proposal does not affect his right.
- C. VIHA reserves the right to:
- Reject any or all offers, discontinue this RFP process and re-advertise this RFP without obligation or liability to any potential Respondent,
  - Accept other than the lowest priced offer;
  - Award more than one (1) contract; and
  - Award a contract on the basis of initial offers received, without discussions or requests for best and final offers.

### **END OF PART 3 – PROPOSAL SUBMISSION**

## PART 4 – PROPOSAL EVALUATION

### 4.1 Evaluation Factors and Award

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (e.g., qualifications and experience, cost, etc.), based upon the evaluation factors specifically established for this Request for Proposals.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors, which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

TAB	WEIGHTED EVALUATION FACTORS	WEIGHT OF FACTOR
A	<b>Proposed Team and Previous Experience:</b> <b>Background of the personnel:</b> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Other key personnel</li> <li>• Consultants:</li> <li>• Previous Experience working in the V.I.</li> </ul>	30
C	<b>Present Proposed Design Approach For These Projects:</b> <ul style="list-style-type: none"> <li>• Describe proposed design philosophy for hurricane resiliency</li> <li>• Describe innovation approaches for affordable housing developments with mixed-use, market-rate uses</li> <li>• Describe possible energy application.</li> <li>• Describe your ability to design approaches in producing a significant design product with Caribbean style</li> <li>• Describe inclusion of ADA/UFAS and Section 504 compliance</li> </ul>	20
D	<b>Cost Control And Estimating Effectiveness</b> <ul style="list-style-type: none"> <li>• What control techniques are planned?</li> <li>• Who will be responsible for control?</li> <li>• Review recent projects to demonstrate ability to meet project construction target; and any additional construction costs caused by design deficiencies - not program changes.</li> </ul>	15
E	<b>Schedule Control</b> <ul style="list-style-type: none"> <li>• What techniques are planned to assure that schedule will be met?</li> <li>• Who will be responsible to assure that schedule will be met?</li> <li>• Review recent projects to demonstrate ability to meet project schedules.</li> </ul>	15
F	<b>A/E Fee</b> <ul style="list-style-type: none"> <li>• Ranking of A/E's based upon cost competitiveness based upon hourly, overhead and profit costs.</li> </ul>	20
	<b>TOTAL</b>	<b>100</b>

**The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of VIHA.** VIHA reserves the right to determine the suitability of proposals on the basis of all of these factors.

#### **4.2 Evaluation Factor Description**

**Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise.**

#### **4.3 Evaluation and Award Process**

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth above. Proposals will be evaluated on an individual basis against the requirements stated in the RFP. Factors not specified in the RFP will not be considered. VIHA reserves the right to waive any minor irregularities or technicalities in the proposals received.

A Technical Advisor with the required expertise may provide information and advise the Evaluation Committee on technical matters to ensure that the Evaluation Committee will have the benefit of such expertise to inform decisions. The designated Technical Advisor does not have voting rights with respect to the evaluation and scoring of Project Proposals but will have consultation rights with respect to matters that cannot be resolved by the Evaluation Committee.

Proposals that are considered nonresponsive will not receive consideration. VIHA reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with a Respondent at any time to gather additional information. Furthermore, VIHA reserves the right to delete, add or modify any aspect of this procurement.

VIHA reserves the right to: 1) award this contract to one Respondent, 2) make multiple awards, 3) award without discussions and 4) negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents. VIHA may 1) reject any or all offers if such action is in VIHA's interest, 2) award contract other than to the lowest Respondent, 3) waive informalities and minor irregularities in offers received, and 4) award all or part of the requirements stated. VIHA reserves the right to reject an award to Respondent during the contract negotiations if 1) Respondent and VIHA cannot agree to mutual terms for the contract or 2) Respondent causes delay that, in VIHA's discretion, causes a hardship to VIHA.

A proposal receiving an acceptable evaluation from the Evaluation Committee will be submitted to VIHA's Board of Commissioners for approval subject to the availability of funding.

Provided the proposal meets all requirements of this RFP, VIHA will enter into a Service Agreement for an initial term of up to one year (12) months, with a possible extension of one year (12) months, provided the owner is in compliance with the Service Agreement as determined by VIHA.

### **END OF PART 4 – PROPOSAL EVALUATION**

## PART 5 – MANDATORY SUBMITTALS

### 5.1 Mandatory Submittals

The following Mandatory Submittals that must be included as a part of the proposal and received by the due date and time are:

MANDATORY SUBMITTALS
Exhibit A – Fee Proposal Form
Exhibit B – W-9-Request for Taxpayer Identification Number and Certification
Exhibit C – Required Representations and Certifications
Exhibit D – Subcontractor Data Form
Exhibit E – Section 3 Business Self-Certification Form
Exhibit F – Principal Personnel Disclosure Statement Certification and Instructions
Exhibit G – Respondent Disclosure Certification
Exhibit H – Liability Questionnaire
Exhibit I – HUD-50071 - Certification of Payments to Influence Federal Transactions
Exhibit J – Record of Comparable Projects in Past Two (2) Years
Exhibit K – Record of Comparable Projects in Progress
Exhibit L – Three Completed Contractor Responsibility Survey <i>(References submitted must address the Respondent's experience in the areas requested within this RFP)</i>
Exhibit M – Addenda Acknowledge Form
D&B D-U-N-S Number

\*Forms shall be completed, signed, and notarized where required or marked "Not Applicable" where appropriate.

### 5.2 Principal Personnel Disclosure Statement Certification Form

VIHA requires that a notarized **Principal Personnel Disclosure Statement Certification** Form (Exhibit G) be submitted by each Respondent. Preparation of these documents is governed by the instructions identified on the Form. The following definitions apply when completing this Form:

- a. **Sole Proprietorships.** A sole proprietorship is a business owned by one (1) individual.
- b. **Partnerships.** A partnership exists when two (2) or more persons associate to conduct a business enterprise.
- c. **Limited Liability Companies.** A limited liability company is a legal entity created by territory/state law.
- d. **Corporations.** A corporation is a legal entity created by territory/state law. ***All officers and assistant officers shall be identified on the Principal Personnel Disclosure Statement Certification Form.***

### 5.3 Disclosure Statement

Prior to award, and while Respondent is conducting business with VIHA, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide a full and complete disclosure, in writing, to the Procurement Manager. The Disclosure Statement must be presented on Respondent's letterhead, notarized and signed by the individual making the disclosure. The details to be included in the Disclosure Statement may be found on the bottom of the **Principal Personnel Disclosure Statement Certification Form (Exhibit F)**.



#### **5.4 Certification Regarding Debarment**

Respondent certifies by submission of its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

#### **END OF PART 5 – MANDATORY SUBMITTALS**

## **PART 5 – RFQ ADMINISTRATIVE TERMS AND CONDITIONS**

### **6.1 Required VIHA Respondent Registration**

Respondent is responsible for contacting the local V. I. Department of Licensing and Consumer Affairs to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in the Territory. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents and subcontractors shall also comply with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

### **6.2 Cost of Proposals**

All costs incurred, directly or indirectly, in response to this solicitation, including the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Respondent. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Respondent. VIHA will not provide reimbursement for such costs.

### **6.3 Ownership of Documents**

All documents and information generated, prepared, assembled and provided to VIHA pursuant to this RFP become the property of VIHA upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to VIHA as a result of this RFP.

### **6.4 Rejection of Proposals**

VIHA may reject any or all proposals. Action to reject all proposals shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by VIHA.

### **6.5. New Equipment**

All material, supplies and equipment offered and furnished must be new, and of current manufacturer production, unless the RFP specifically permits used or reconditioned items.

### **6.6. Taxes**

VIHA is exempt from sales tax. The Contractor agrees to pay all taxes incurred in performance of an awarded contract.

### **6.7. Contractor Status**

The Contractor shall be an Independent Contractor and will not be an employee of VIHA.

### **6.8. Funding Limitations**

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). VIHA will not be bound to any contract if funding has been disallowed by HUD.

### **6.9. Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify VIHA in writing specifying the regulation which requires an alteration. VIHA

reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to VIHA.

#### **6.10 Section 3**

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, VIHA strongly encourages Section 3 participation.

#### **6.11 Errors – Proposal Rejection**

Each correction made by the Respondent on the Fee Proposal Form **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil.

#### **6.12 Acceptance Period**

All Respondents submitting a proposal must agree to honor the terms and conditions contained herein for a period of ninety (90) days.

#### **6.13 Proposal Signature**

The person signing the Fee Proposal Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the proposal has been opened. No signatures shall be in pencil.

#### **6.14 Withdrawal of Proposals**

Proposals may be withdrawn by written notice received any time before contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by VIHA prior to the contract award.

#### **6.15 VIHA Authorized Procurement Authority**

In accordance with VIHA's Final Amended Procurement Policy Statement contracts in excess of \$250,000 shall be subject to approval by VIHA's Board of Commissioners prior to award and contract execution.

#### **6.16 Amendments to Solicitation**

VIHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with VIHA's policies, and the laws and regulations governing HUD programs.

All addenda to this solicitation will be posted on VIHA's website. **It is the responsibility of the Respondent to monitor VIHA's website for any addenda issued.** Each Respondent must acknowledge all addenda issued on VIHA's website so as to ensure that addenda are considered in their proposal response (see **Exhibit M-Addenda Acknowledge Form**). All Respondents are encouraged to frequently check VIHA's website for additional information.

#### **6.17 Cancellation of Solicitation**

VIHA reserves the right to cancel a solicitation when it is determined to be in the best interest of VIHA to do so.

#### **6.18 Contracting Officer**

VIHA's Contracting Officer is the Executive Director of VIHA.

## 6.19 Due Diligence

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, VIHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. VIHA shall not contract with firms and/or individuals listed on *List of Parties Excluded from Federal Procurement and Non-procurement Programs*. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

## 6.20 Proposal Evaluation Period

During the period when proposal evaluation is being conducted, all proposal analyses are confidential. This measure simply maintains the integrity of VIHA's procurement system. No VIHA personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises VIHA in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.

## 6.21 Insurance Requirements

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by VIHA. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by VIHA.

- A. Worker's Compensation, in accordance with the laws of the Territory of the US Virgin Islands (minimum of \$50,000)
- B. The A/E shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The A/E shall furnish the Owner certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General Liability policies.
- C. Professional Liability containing errors and omissions coverage in an amount not less than \$1,000,000.00
- D. General Liability covering bodily injury, personal injury, and property damage in an amount not less than \$250,000.00
- E. Automotive Liability covering bodily injury and property damage in an amount not less than \$50,000.00.
- F. **VIHA shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA, its officers, agents and employees, harmless from any and all claims made against VIHA's officers, agents and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agreement to indemnify and hold VIHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.
- G. **Proof of insurance shall be provided to VIHA prior to execution of this Contract.** VIHA specifically reserves the right to require the Contractor to provide certified copies of such policy or policies.

Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Marilyn Miller, Procurement Manager, Procurement Department, 9900 Oswald Harris Court, St. Thomas, U. S. Virgin Islands 00802-3100, sent by certified mail, return receipt requested.

#### **6.22 Contract Administration**

Mr. Peter Clark, Director of Modernization and Development, is responsible for the administration of this contract, unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert Graham, CPM, Executive Director. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

#### **6.23 Contract Period**

The Contractor shall complete all work hereunder within the terms of the contract. Contract period shall be for twelve (12) months from the Execution Date of the Contract.

#### **6.24 Option to Extend**

The contract shall have an option to extend for up to one (1) additional twelve (12) month period. Total contract period shall not exceed twenty-four (24) months from the Effective Date of the contract, i.e., the date on which the original contract is executed by VIHA.

#### **6.25 Holidays**

VIHA recognizes the following holidays as vacation days for its employees:

New Year's Day	Three King's Day
Holy Thursday	Good Friday
President's Day	Easter Monday
Martin Luther King, Jr.'s Birthday	Transfer Day
VI Emancipation Day	Columbus Day
D. Hamilton Jackson Day	Veteran's Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Day after Christmas	Labor Day
Children's Parade Day – STT Carnival	Children's Parade Day – STX Carnival

If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

#### **6.26 Termination of Convenience and Default**

VIHA reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of VIHA in accordance with Clause 4 of the HUD Form 5370-C – General Contract Conditions Non-Construction. If terminated, VIHA will notify the Contractor of the termination in writing by certified mail; return receipt requested and shall pay Contractor for services rendered prior to Contractor's receipt of notice of the contract termination.

#### **6.27 Advertising**

Respondent agrees not to use the fact of or the results from submission of a proposal as a part of any commercial advertising. VIHA does not permit the use of VIHA's relationship with an entity of purposes of marketing efforts, unless VIHA specifically agrees otherwise.

#### **6.28 Notices**

All notices, demands, requests, and claims pertaining to the award of this contract must be addressed in

writing to:

Robert Graham, CPM  
Executive Director/Contracting Officer  
The Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802-3100

Any protest against this procurement action must be received prior to the due date for receipt of Qualifications, and any protest against the award of a contract must be received within ten (10) calendar days after contract award or the protest will not be considered. All proposal protests shall be in writing and must give complete and detailed grounds why the actual or prospective Contractor is protesting the solicitation and/or award. The proposal protest shall be submitted to the authorized VIHA personnel or designee, who shall review the protest and all other related information and issue a written decision on the matter. The authorized VIHA personnel or designee may, at their discretion, suspend the procurement and/or contract award pending resolution of the protest, if warranted by the facts presented. The authorized VIHA personnel or designee will have final ruling authority.

#### **6.29 Compliance with Law**

The Contractor shall comply with all applicable Federal, State/Territory and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Contractor shall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Contractor shall comply with the provisions of 24 CFR 941.208. The Contractor shall obtain, at Contractor's expense, such permits, certificates and licenses as may be required in the performance of the work specified.

#### **6.30 Indemnification**

**Indemnification** VIHA cannot and by the agreement relating to this RFP, does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

#### **6.31 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

### **END OF PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS**



# EXHIBITS

**EXHIBIT A - FEE PROPOSAL FORM  
IN ON-CALL A/E SERVICES**

All offers must be submitted on the Fee Proposal Form provided by the Virgin Islands Housing Authority ("VIHA"). Offers shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this Request for Proposals. Any stipulations made to the Respondent's fees shall subject the offer to rejection. If the Offeror wishes to include additional information, the Offeror may do so with attachments.

	INITIAL 1-YEAR PERIOD			OPTION 1-YEAR PERIOD		
Discipline/Title	Hourly Rate	Estimated No. of Hours	Total Cost	Hourly Rate	Estimated No. of Hours	Total Cost
<b>CONSTRUCTION DOCUMENTS PHASE</b>						
Architectural Principal						
Project Architect						
Civil Project Engineer						
Structural Project Engineer						
Mechanical Project Engineer						
Electrical Project Engineer						
Landscape Architect						
Environmental Engineer						
Lead Based Paint Consultant						
Asbestos Consultant						
Surveyor						
Cost Estimator						
Clerical - Administrative						
	<b>Subtotal Cost</b>			<b>Subtotal Cost</b>		
	INITIAL 1-YEAR PERIOD			OPTION 1-YEAR PERIOD		
Discipline/Title	Hourly Rate	Estimated No. of Hours	Total Cost	Hourly Rate	Estimated No. of Hours	Total Cost
<b>CONTRACT AWARD PHASE</b>						
Architectural Principal		50			50	
Project Architect		150			150	
Civil Project Engineer		0			0	
Structural Project Engineer		0			0	
Mechanical Project Engineer		0			0	
Electrical Project Engineer		0			0	
Landscape Architect		0			0	
Environmental Engineer		50			50	
Lead Based Paint Consultant		50			50	
Asbestos Consultant		50			50	
Surveyor		0			0	
Cost Estimator		80			80	
Clerical - Administrative		100			100	
	<b>Subtotal Cost</b>			<b>Subtotal Cost</b>		
	INITIAL 1-YEAR PERIOD			OPTION 1-YEAR PERIOD		
Discipline/Title	Hourly Rate	Estimated No. of Hours	Total Cost	Hourly Rate	Estimated No. of Hours	Total Cost
<b>CONSTRUCTION PHASE</b>						
Architectural Principal		100			100	
Project Architect		250			250	
Civil Project Engineer		50			50	
Structural Project Engineer		100			100	
Mechanical Project Engineer		100			100	
Electrical Project Engineer		100			100	
Landscape Architect		50			50	
Environmental Engineer		25			25	
Lead Based Paint Consultant		25			25	
Asbestos Consultant		25			25	
Surveyor		0			0	
Cost Estimator		10			10	
Clerical - Administrative		100			100	
	<b>Subtotal Cost</b>			<b>Subtotal Cost</b>		

**EXHIBIT A - FEE PROPOSAL FORM  
IN ON-CALL A/E SERVICES**

All offers must be submitted on the Fee Proposal Form provided by the Virgin Islands Housing Authority ("VIHA"). Offers shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this Request for Proposals. Any stipulations made to the Respondent's fees shall subject the offer to rejection. If the Offeror wishes to include additional information, the Offeror may do so with attachments.

	INITIAL 1-YEAR PERIOD			OPTION 1-YEAR PERIOD		
Discipline/Title	Term	Estimated No. of Hours	Total Cost	Term	Estimated No. of Hours	Total Cost
<b>CONTRACT ADMINISTRATION</b>						
Architectural Principal		50			50	
Project Architect		200			200	
Civil Project Engineer		40			40	
Structural Project Engineer		25			25	
Mechanical Project Engineer		10			10	
Electrical Project Engineer		10			10	
Landscape Architect		50			50	
Environmental Engineer		5			5	
Lead Based Paint Consultant		40			40	
Asbestos Consultant		40			40	
Surveyor		25			25	
Cost Estimator		20			20	
Clerical - Administrative		200			200	
Reimbursables		1			1	
Note: All Travel, Lodging, Per Diem per GSA Allowable Rates for the VI		1			1	
Additional Color Copies		15			15	
Additional Drawing Sheets		8			8	
	<b>Subtotal Cost</b>			<b>Subtotal Cost</b>		
	<b>Total Cost</b>			<b>Total Cost</b>		
<b>BUSINESS ADDRESS</b>						
<b>TELEPHONE NUMBER</b>						
<b>E-MAIL ADDRESS</b>						
Authorized Signature: _____						
Print Name & Title: _____						
Date: _____						

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# VIRGIN ISLANDS HOUSING AUTHORITY

## REQUIRED REPRESENTATIONS AND CERTIFICATIONS

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 2 CFR 200 §318 - §326, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for all contracts awarded by VIHA. The form is used by Respondents to certify to VIHA's Contracting Officer for contract compliance.

### I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

The Respondent represents and certifies as part of its offer that, except for full-time bona fide employees working solely for the Respondent, the Respondent:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the Respondent shall make an immediate and full written disclosure to VIHA's Contracting Officer.

Any misrepresentation by the Respondent shall give VIHA the right to (1) terminate the resultant contract/ (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### II. SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The Respondent represents and certifies as part of its offer that it -

is ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

is ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

is ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51% owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are (Check the block applicable to you):

Black Americans	Asian Pacific Americans	Hispanic Americans
Native Americans	Hasidic Jewish Americans	Asian Indian Americans

### III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Respondent or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or contract award unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Respondent to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (A) Is the person in the Respondent's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (1) through (3) above; or

## VIRGIN ISLANDS HOUSING AUTHORITY REQUIRED REPRESENTATIONS AND CERTIFICATIONS

- (8) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that to those principals have not participated, and will not participate in any action contrary to subparagraphs (1) through (3) above; (ii) As an authorized agent, does certify that the principals named in subdivision (8)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (1) through (3) above; and (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (1) through (3) above.

If the Respondent deletes or modifies subparagraph 2 above, the Respondent must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### IV. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

The Respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage; (ii) The Respondent's objectivity in performing the contract work may be impaired; or (iii) That the Respondent has disclosed all relevant information and requested VIHA to make a determination with respect to this contract.

The Respondent agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to VIHA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. VIHA may, however, terminate the Contract for the convenience of VIHA if it would be in the best interest of VIHA.

In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to VIHA, VIHA may terminate the Contract for default.

The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to VIHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### V. CONFLICT OF INTEREST

In the absence of any actual or apparent conflict, the Respondent, by submission of an offer, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause I this solicitation titled "Organizational Conflict of Interest."

#### VI. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Respondent does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or familial status. The Respondent has an affirmative action program to ensure that applicants are employed, and employees are treated fairly during employment without regard to race, color, religion, sex, national origin, age, disability or familial status. Such action includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Respondent certifies by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

#### VIII. RESPONDENT'S SIGNATURE

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete and current. If Respondent needs to explain or disclose information relating to this form, an additional sheet is attached with such explanation or disclosure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

## VIRGIN ISLANDS HOUSING AUTHORITY SUBCONTRACTOR DATA FORM

Consistent with Presidential Executive Orders 11625, 12138, and 12432, Section 3 of the HUD Act of 1968 and 13 CFR 121, all feasible efforts should be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of a VIHA community are used when possible. Respondent proposes to subcontract with the following businesses for this project. The Respondent acknowledges that all Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs), Section 3 and Small Business entities, regardless of tier, are to be listed on this form. Respondent understands that it is responsible for ensuring that VIHA has updated information on its subcontractors and that no known conflicts of interest or personal or financial interests, as defined within the Solicitation, exist in relation to Respondent's subcontractors and the resulting Contract. Respondent must ensure that its subcontractors disclose any conflicts of interest or personal or financial interests.

<b>Business Name</b>								
<b>Owner Name(s)</b>								
<b>Owner Title(s)</b>								
<b>Business Contact Info</b>	<b>PHONE</b>		<b>E-MAIL</b>					
<b>Service(s) Provided</b>								
<b>Business Type</b>		<b>MBE</b>		<b>WBE</b>		<b>SEC 3</b>		<b>SMALL</b>

<b>Business Name</b>								
<b>Owner Name(s)</b>								
<b>Owner Title(s)</b>								
<b>Business Contact Info</b>	<b>PHONE</b>		<b>E-MAIL</b>					
<b>Service(s) Provided</b>								
<b>Business Type</b>		<b>MBE</b>		<b>WBE</b>		<b>SEC 3</b>		<b>SMALL</b>

<b>Business Name</b>								
<b>Owner Name(s)</b>								
<b>Owner Title(s)</b>								
<b>Business Contact Info</b>	<b>PHONE</b>		<b>E-MAIL</b>					
<b>Service(s) Provided</b>								
<b>Business Type</b>		<b>MBE</b>		<b>WBE</b>		<b>SEC 3</b>		<b>SMALL</b>

<b>Business Name</b>								
<b>Owner Name(s)</b>								
<b>Owner Title(s)</b>								
<b>Business Contact Info</b>	<b>PHONE</b>		<b>E-MAIL</b>					
<b>Service(s) Provided</b>								
<b>Business Type</b>		<b>MBE</b>		<b>WBE</b>		<b>SEC 3</b>		<b>SMALL</b>

For purposes of this form, the following terms shall have the following meanings:

**MBE** refers to a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

**WBE** refers to women-owned small business concerns and means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**SECTION 3** refers to a Section 3 business concern which means a business concern (1) that is 51 percent or more owned by section 3 residents, or (2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 resident; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) and (2) of this definition. 24 CFR § 135.5.

**SECTION 3 RESIDENT** means (1) a public housing resident; or (2) an individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is: (i) a low-income person, as such term is defined in 42 USC 1437a(b) (2); or (ii) a very low-income person, as this term is defined in 42 USC 1437a(b)(2). 24 CFR § 135.5.

**SMALL BUSINESS** refers to a small business concern, as the term is defined by the Small Business Administration in 13 CFR Part 121, and means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.

**Reproduce form as necessary.**

VIRGIN ISLANDS HOUSING AUTHORITY  
**SECTION 3 BUSINESS SELF-CERTIFICATION FORM**

The Respondent represents and certifies that it...

is a Section 3 business as indicated below [check applicable category and subcategory]:

**Category 1 Business**

Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or

Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

**Category 2 Business**

Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by the Virgin Islands Housing Authority that is expending the Section 3 covered assistance; or

Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

**Category 3 Business**

An entity selected to carry out a HUD Youthbuild Program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.

**Category 4 Business**

Fifty-one percent (51%) or more owned by Section 3 residents; or

Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or

Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above (see *Attached Subcontracts/Agreements*).

is **not** a Section 3 business (Form **must** be notarized only if certifying as a Section 3 business).

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary

My commission expires

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative Name (Print)

\_\_\_\_\_  
Authorized Representative Name (Signature)

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Date

VIRGIN ISLANDS HOUSING AUTHORITY  
**PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION**  
*Instructions*

---

Every Offeror is required to read the below instructions and submit this *Principal Personnel Disclosure Statement Certification*. This Certification must be completed accurately and must be **notarized**. If a financial or personal interest exists, Offerors are required to make Full Disclosure in a **Disclosure Statement** (see "Disclosure Statement Instructions" below) and **should not** submit this *Principal Personnel Disclosure Statement Certification*.

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE**

No VIHA employee, officer, member of its Board of Commissioners, or agent shall participate directly or indirectly in the selection, award or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict of interest occurs when one of the following persons have a financial or any other type of interest in a respondent (including its officers, members, and partners) competing for the award:

1. An employee, officer, member of the Board of Commissioners, or agent of VIHA or any public official;
2. A relative (including spouse, father, mother, child, brother and sister, including "half" or "step" relatives) of any of the above;
3. The partner (financial or otherwise) of any of the above; or
4. An organization that employs or is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

**DISCLOSURE STATEMENT INSTRUCTIONS**

Offerors having a financial or personal interest in this solicitation, subsequent contract and/or the above-identified business shall make immediate, full and complete disclosure in writing to the Office of the General Counsel (a "Disclosure Statement").

All Disclosure Statements must be presented on the Offeror's letterhead, notarized and signed by the individual making the disclosure.

If applicable, provide the following information in the Disclosure Statement:

- |   |   |
|---|---|
| ■ Describe the nature of the interest (personal/financial)          | ■ Type of involvement (principal, officer, employees, etc.) |
| ■ Names of individuals involved/associated with VIHA and Respondent | ■ Value of financial interest                               |
| ■ Title of individuals named  | ■ Name and address of business                              |
| ■ Relationships (blood/marriage), (mother, father etc.)             | ■ Other pertinent information                               |
| ■ Social Security numbers or Taxpayer Identification number         |   |

I, \_\_\_\_\_, being an authorized representative of \_\_\_\_\_  
certify that all Principal Personnel identified on Page 2 of this Certification have read the above instructions and that none of the persons listed above have a financial or any other type of interest in Respondent or any Principal Personnel of Respondent.

**Signature of Respondent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WARNING:** All information is to be true and accurate. False, misleading statements or failure to provide all information requested will disqualify a Respondent from this solicitation process. VIHA reserves the right, based upon the information provided, to determine if a conflict of interest is real or apparent and whether or not a Respondent is qualified to participate in this solicitation process.



**VIRGIN ISLANDS HOUSING AUTHORITY**  
**PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION**

List the appropriate individuals related to your company.

SOLE PROPRIETORSHIP	PARTNERSHIPS <small>* Identify additional partners (if any) on a separate page</small>	CORPORATIONS <small>** Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)</small>	LIMITED LIABILITY CORPORATIONS <small>*** Identify additional members (if any) on a separate page</small>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Owner (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Partner (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Partner (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Partner (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Partner (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Officer (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Officer (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Officer (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Officer (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Member (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Member (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Member (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Member (PRINT NAME)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div>

I, \_\_\_\_\_, being an authorized representative of \_\_\_\_\_ certify that the above-identified sole proprietor, partners, or corporate officers hold the positions identified above and that I have not excluded any persons.

**Signature of Respondent:**

\_\_\_\_\_  
 Signature of Sole Proprietor  
 (If Respondent is an Individual)

\_\_\_\_\_  
 Signature of Partner  
 (If Respondent is a Partnership)

\_\_\_\_\_  
 Signature of Officer  
 (If Respondent is a Corporation)

\_\_\_\_\_  
 Signature of Member  
 (If Respondent is Limited Liability Corporation)

**Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission expires:**

# VIRGIN ISLANDS HOUSING AUTHORITY

## RESPONDENT DISCLOSURE CERTIFICATION

**All Respondents responding to this Solicitation must submit a Respondent Disclosure Certification. This Certification must be completed accurately and must be notarized.** If a financial or personal interest exists (i.e., If you answer yes to any question). Respondents must make a full and separate disclosure as described in the Financial or Personal Interest Disclosure section of this Respondent Disclosure Certification.

To purposes of this Respondent Disclosure Certification, the following terms shall have the meanings ascribed below:

**VIHA Employee** means persons who work at VIHA as a full time, part time, temporary or contract employee. **Current** means as of the date that this disclosure is made. **Former** means within the last 12 months from the date of this disclosure. **Interest** means any interest that may yield monetary or other material gain or benefit. **Immediate Family Member** means spouse, mother, father, brother, sister, child (whether related as a "half" or "step" relative, e.g., half brother or stepchild) partner or a significant other living in the same household. **Public Official** means any public official, member of the local governing body or State or local legislator, members of or delegate to the Congress of the USA or resident commissioner. **Resident Commissioner** means an individual appointed to oversee a territory or possession of the U.S.

Please respond to each question by circling the applicable response. If your answer is "YES" to any question, please see the FINANCIAL OR PERSONAL INTEREST DISCLOSURE section.

### VIHA EMPLOYEE DISCLOSURES

- |     |  |     |    |
|-----|--|-----|----|
| (1) | DO YOU EMPLOY A CURRENT OR FORMER VIHA EMPLOYEE OR ANY IMMEDIATE FAMILY MEMBER OF A CURRENT OR FORMER EMPLOYEE OF VIHA?                                      | YES | NO |
| (2) | DO ANY CURRENT OR FORMER VIHA EMPLOYEES OR IMMEDIATE FAMILY MEMBERS OF CURRENT OR FORMER VIHA EMPLOYEES HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS? | YES | NO |

### VIHA BOARD OF COMMISSIONERS DISCLOSURES

- |     |  |     |    |
|-----|--|-----|----|
| (3) | DO YOU EMPLOY CURRENT OR FORMER OFFICERS OR MEMBERS OF VIHA'S BOARD OF COMMISSIONERS OR ANY IMMEDIATE FAMILY MEMBERS OF THE BOARD OF COMMISSIONERS?  | YES | NO |
| (4) | ARE YOU OR ANY PERSON EMPLOYED BY YOUR BUSINESS CURRENT OFFICERS OR MEMBERS OF VIHA'S BOARD OF COMMISSIONERS?  | YES | NO |
| (5) | DO ANY CURRENT OFFICER OR MEMBER OF VIHA'S BOARD OF COMMISSIONERS OR IMMEDIATE FAMILY MEMBERS OR CURRENT OR FORMER MEMBERS OF VIHA'S BOARD OF COMMISSIONERS HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS? | YES | NO |

### PUBLIC OFFICIALS DISCLOSURE

- |     |   |     |    |
|-----|---|-----|----|
| (6) | DO YOU EMPLOY CURRENT OR FORMER PUBLIC OFFICIALS OR ANY IMMEDIATE FAMILY MEMBERS OF PUBLIC OFFICIALS? | YES | NO |
| (7) | DO ANY CURRENT OR FORMER PUBLIC OFFICIALS HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS?        | YES | NO |

I, \_\_\_\_\_, an officer authorized to make this certification on behalf of Respondent, \_\_\_\_\_, hereby certify and swear that the information provided above regarding Respondent is true and correct as of the date that this Certification is made and that Respondent has no known conflicts of interest or personal or financial interests in this Solicitation or the subsequent Contract.

I understand that Respondent is responsible for updating this information and providing all disclosures to VIHA as soon as such information is discovered by Respondent or as soon as such information should have been discovered by Respondent. I understand that failure to provide such disclosure may lead to termination of any Contracts entered into between Respondent and VIHA. I also understand that failure to provide such disclosure may lead to a negative note on VIHA's Vendor Performance Record.

Signature

Date

Sworn to and subscribed

Name

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Title

NOTARY PUBLIC

My commission expires \_\_\_\_\_

### FINANCIAL OR PERSONAL INTEREST DISCLOSURE

**Respondents having a financial, contractual, organizational or personal interest in this Solicitation or subsequent Contract shall make an immediate, full and complete disclosure in writing to the Executive Director, in the form of a Disclosure Statement.**

All Disclosure Statements must be presented on the Respondent's letterhead, notarized and signed by the individual making the disclosure. If applicable, provide the following information on the Disclosure Statement:

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>* Describe the nature of the interest (personal/financial)</li><li>* Names of individuals involved/associated with VIHA and Vendor</li><li>* Title of individuals named above.</li><li>* Relationships (blood/marriage), (mother, father etc.)</li><li>* Value of financial interest</li></ul> | <ul style="list-style-type: none"><li>* Type of involvement (principal, officer, employees, etc.)</li><li>* Name &amp; address of business</li><li>* Social Security numbers or Taxpayer Identification Number</li><li>* Other pertinent information*</li></ul> |
|--|---|

**VIRGIN ISLANDS HOUSING AUTHORITY  
LIABILITY QUESTIONNAIRE**

**BUSINESS NAME:** \_\_\_\_\_

**Each officer or principal is required to submit this Questionnaire with your response. This form shall be filled out in its entirety and notarized. Failure to submit this form may cause your response to be deemed non-responsive.**

**(1) Has your company, any partner or officer of your company ever been sued? YES NO**

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(2) Is your company, any partner or officer of your company currently involved in pending litigation? YES NO**

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(3) Has your company, any partner or officer of your company ever been involved in litigation against the Virgin Islands Housing Authority of the US Department of Housing & Urban Development? YES NO**

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(4) Has a bonding company ever denied, paid out claims or revoked a bond your company or any officers or partners of your company? YES NO**

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(5) Are you a subject to any actions that could result in a "yes" answer to any of the above questions? YES NO**

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Officer or Partner (Printed Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to

before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

My commission expires

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

**WARNING**

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify Vendor or Contractor from VIHA 's procurement process. VIHA reserved the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a Vendor or Contractor is qualified to be participating in the procurement process.

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

VIRGIN ISLANDS HOUSING AUTHORITY

**RECORD OF COMPARABLE PROJECTS COMPLETED IN PAST TWO (2) YEARS**

Please provide a minimum of three (3) and maximum of ten (10) comparable jobs completed in the past two (2) years. For purposes of this process, "comparable" is defined as projects of similar complexity, size and type of work.

Project Name	Owner (Client's Name)	Owner Contact Name, Phone and E-Mail	Contract Amount	Percent Complete	Completion Date

VIRGIN ISLANDS HOUSING AUTHORITY  
**RECORD OF COMPARABLE PROJECTS IN PROGRESS**

Please provide comparable jobs currently in progress. For purposes of this process, "comparable" is defined as projects of similar complexity, size and type of work.

Project Name	Owner (Client's Name)	Owner Contact Name, Phone and E-Mail	Contract Amount	Percent Complete	Scheduled Completion Date

# VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

COMPANY NAME

COMPANY ADDRESS

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

### REFERENCE CONTACT INFORMATION...

SURVEY DATE

COMPANY / OWNER'S NAME

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

CONTRACT AMOUNT (\$)

% COMPLETED / COMPLETED

IF NOT COMPLETED, ESTIMATED COMPLETION DATE

### TECHNICAL PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Completion of major tasks / milestones / deliverables on schedule.						
Responsiveness to changes in technical direction.						
Ability to identify risk factors and alternatives for alleviating risk.						
Ability to identify and solve problems expeditiously.						
Ability to employ standard tools / methods.						

### MANAGEMENT PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Overall communication with staff						
Effectiveness and reliability of Contractor's Key Personnel						
Ability to recruit and maintain qualified personnel.						
Ability to manage multiple tasks from planning through execution.						
Ability to effectively manage subcontractors.						
Overall performance in planning, scheduling, and monitoring.						
Use of management tools (e.g. schedule/task management tools).						

### CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
Was the project completed on schedule?		
If not, how late was it: _____ < 30 days; _____ < 60 days; _____ < 90 days; _____ > 90 days		
Did the contractor submit unnecessary Change Order requests?		
Were contractor proposals for Change Orders reasonably priced?		
Were there any claims?		
Compliance with labor laws		
Compliance with safety requirements		
Given a choice, would you do business with this contractor again?		

SURVEY COMPLETED BY (PRINT):

SIGNATURE:



# VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

COMPANY NAME

COMPANY ADDRESS

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

### REFERENCE CONTACT INFORMATION...

SURVEY DATE

COMPANY / OWNER'S NAME

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

CONTRACT AMOUNT (\$)

% COMPLETED / COMPLETED

IF NOT COMPLETED, ESTIMATED COMPLETION DATE

### TECHNICAL PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Completion of major tasks / milestones / deliverables on schedule.						
Responsiveness to changes in technical direction.						
Ability to identify risk factors and alternatives for alleviating risk.						
Ability to identify and solve problems expeditiously.						
Ability to employ standard tools / methods.						

### MANAGEMENT PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Overall communication with staff						
Effectiveness and reliability of Contractor's Key Personnel						
Ability to recruit and maintain qualified personnel.						
Ability to manage multiple tasks from planning through execution.						
Ability to effectively manage subcontractors.						
Overall performance in planning, scheduling, and monitoring.						
Use of management tools (e.g. schedule/task management tools).						

### CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
Was the project completed on schedule?		
If not, how late was it: _____ < 30 days, _____ < 60 days, _____ < 90 days, _____ > 90 days		
Did the contractor submit unnecessary Change Order requests?		
Were contractor proposals for Change Orders reasonably priced?		
Were there any claims?		
Compliance with labor laws		
Compliance with safety requirements		
Given a choice, would you do business with this contractor again?		

SURVEY COMPLETED BY (PRINT):

SIGNATURE:

# VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

COMPANY NAME	
COMPANY ADDRESS	
CONTACT PERSON	
CONTACT PHONE NUMBER / EMAIL ADDRESS	

### REFERENCE CONTACT INFORMATION...

SURVEY DATE	
COMPANY / OWNER'S NAME	
CONTACT PERSON	
CONTACT PHONE NUMBER / EMAIL ADDRESS	
CONTRACT AMOUNT (\$)	
% COMPLETED / COMPLETED	
IF NOT COMPLETED, ESTIMATED COMPLETION DATE	

### TECHNICAL PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Completion of major tasks / milestones / deliverables on schedule.						
Responsiveness to changes in technical direction.						
Ability to identify risk factors and alternatives for alleviating risk.						
Ability to identify and solve problems expeditiously.						
Ability to employ standard tools / methods.						

### MANAGEMENT PERFORMANCE

FACTORS/RATINGS	EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY	NOT APPLICABLE
Overall communication with staff.						
Effectiveness and reliability of Contractor's Key Personnel						
Ability to recruit and maintain qualified personnel.						
Ability to manage multiple tasks from planning through execution.						
Ability to effectively manage subcontractors.						
Overall performance in planning, scheduling, and monitoring						
Use of management tools (e.g. schedule/task management tools).						

### CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
Was the project completed on schedule?		
If not, how late was it: _____ < 30 days; _____ < 60 days; _____ < 90 days; _____ > 90 days		
Did the contractor submit unnecessary Change Order requests?		
Were contractor proposals for Change Orders reasonably priced?		
Were there any claims?		
Compliance with labor laws		
Compliance with safety requirements		
Given a choice, would you do business with this contractor again?		

**SURVEY COMPLETED BY (PRINT):**

**SIGNATURE:**

VIRGIN ISLANDS HOUSING AUTHORITY  
**ADDENDA ACKNOWLEDGEMENT FORM**

<b>SOLICITATION #</b>	
<b>SOLICITATION TITLE</b>	

The undersigned hereby acknowledges the following Addendum to the above noted solicitation. The undersigned hereby further acknowledges that its bid response includes allowances for all of the amended provisions and requirements of the Scope of Work/Specifications, solicitation document and Addenda associated with the above noted solicitation and each has been taken into consideration.

ADDENDUM # \_\_\_\_\_ ISSUANCE DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ ISSUANCE DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ ISSUANCE DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ ISSUANCE DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ ISSUANCE DATE \_\_\_\_\_

\_\_\_\_\_ No addenda were received for the above referenced solicitation.

**THIS FORM MUST BE SUBMITTED WITH THE FIRM'S RESPONSE TO THIS SOLICITATION. FAILURE TO INCLUDE THIS FORM IN YOUR RESPONSE MAY SUBJECT YOUR FIRM TO DISQUALIFICATION.**

<b>DATE</b>	
<b>COMPANY PROVIDING OFFER</b>	
<b>NAME/TITLE OF PERSON PROVIDING OFFER</b>	
<b>PERSON PROVIDING OFFER PHONE NUMBER</b>	
<b>PERSON PROVIDING OFFER E-MAIL ADDRESS</b>	
<b>SIGNATURE OF PERSON PROVIDING OFFER</b>	

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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 Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$105,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### **5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### **6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### **7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### **8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### **9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### **10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### **11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### **12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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 Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (i) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (ii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.