REQUEST FOR QUOTES #2021-003

Directors and Officers Liability Insurance

Monday, February 15, 2021

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Robert Graham, C.P.M.
Executive Director

ATTACHMENTS

ATTACHMENT A
HUD-5369-B – Instructions to Offerors Non-Construction

MANDATORY SUBMITTALS (EXHIBITS)

EXHIBIT A
Quote Form

EXHIBIT B
W-9 – Request for Taxpayer Identification Number and Certification

EXHIBIT C
Required Representations and Certifications

EXHIBIT D
Principal Personnel Disclosure Statement Certification and Instructions

EXHIBIT E
Respondent Disclosure Certification

EXHIBIT F
HUD-50071 - Certification of Payments to Influence Federal Transactions

EXHIBIT G
Subcontractor Data Form

EXHIBIT H
Section 3 Business Self-Certification Form

EXHIBIT I
Contractor Responsibility Survey

EXHIBIT J
HUD-5370-C (Section I) – General Conditions for Non-Construction

GENERAL INFORMATION

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 unincorporated 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 (A.M.P.s) with 3,018 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 1,733 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.

A. SOLICITATION PURPOSE

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA, has issued this Request for Quotes (RFQ) to define the requirements, solicit quotes, outline the process for evaluating quotes, and selecting the subsequent Contractor(s) to secure Directors and Officers Liability Insurance that provides financial protection for its directors and officers in the event that liability or suit arises from the performance of their duties as they relate to VIHA.

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 quotes 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, the opportunity to do business with VIHA as Contractors and Subcontractors.

All RFQ responses must respond to the written RFQ and any RFQ exhibits, attachments, or amendments.

Please Note: *Respondents are responsible for reading this Request for Quotes 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.*

B. SCHEDULE OF EVENTS

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

MILESTONES	DATE AND/OR TIME
RFQ Released	Monday, February 15, 2021
Deadline for Questions	Friday, February 19, 2021 by 12:00 P.M. LOCAL TIME
Quote Due Date and Time	Wednesday, March 3, 2021, by 2:00 P.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 an addendum to this RFQ. Addenda to this RFQ will only be issued and posted on VIHA's website at http://www.vihousing.org.

C. COMMUNICATIONS

All communications regarding this RFQ shall be in writing and **must** be directed to the following Point of Contact, VIHA's only point of contact for this RFQ.

RFQ POINT OF CONTACT

Marilyn Miller
Procurement Manager
Virgin Islands Housing Authority
Procurement Department
9900 Oswald Harris Court
St. Thomas, VI 00802-3100
Email: mmiller@vihousing.org

NOTICE: Unauthorized contact regarding this RFQ with other employees of VIHA may result in disqualification from this procurement action.

1. VIHA has assigned the following identification number that must be referenced in all communications regarding the RFQ:

   RFQ# 2021-003

2. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.

3. Each Respondent shall assume the risk of the method of dispatching any communication or quotation to VIHA. VIHA assumes no responsibility for delays or delivery failures resulting from the method of dispatch.

4. VIHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

5. VIHA's official responses and other official communications pursuant to this RFQ shall constitute an amendment to this RFQ.

6. Only VIHA's official, written responses and communications shall be considered binding with regard to this RFQ.

7. VIHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ.

D. SCOPE OF WORK/SERVICES

The Virgin Islands Housing Authority (VIHA) is desirous of obtaining Directors and Officers Liability Insurance that provides financial protection for its directors and officers in the event that liability or suit arises from the performance of their duties as they relate to VIHA.

This insurance shall include but not be limited to any actual or alleged act, errors, and omissions, misstatements, misleading statements, or breach of fiduciary duty regarding Wrongful Acts. Furthermore, VIHA requests that this insurance coverage include Employment Practices Liability Insurance as part of the comprehensive coverage. This insurance shall protect VIHA against its employees, former employees, or potential employees. It shall cover discrimination (age, sex, race, disability, etc.), wrongful termination or employment, sexual harassment, and other employment-related allegations.

The positions that shall be covered under this policy are as follows:

- Executive Director
- Board Members
- Chief Operating Officer
- Director of Asset Management

- Chief Financial Officer
- Director of Housing Choice Voucher Program
- Director of Modernization
- Director of Information Technology
- Compliance Auditor
- Public Relations Officer
- Human Resources Manager
- Procurement Manager
- Property Managers-STT/S.T.X.
- Assistant Property Managers-STT/STX

VIHA reserves the right to make changes to the positions covered under this policy throughout the term of the policy.

The policy shall have the following limits:

LIMIT OF LIABILITY	$5,000,000 In the Aggregate for the Policy Period
EACH CLAIM	$25,000

Underwriters shall be liable to pay One Hundred Percent (%100) of Loss, which is excess of the Retention, up to the available Limit of Liability resulting from each claim.

E. PERFORMANCE OF WORK

CONTRACT PERIOD

The contract period shall be for one (1) year from the Execution Date of the contract.

OPTION TO EXTEND

The contract shall have two one-year renewal options. The total contract period shall not exceed three (3) years from the Effective Date of the contract, i.e., the date on which VIHA executes the original contract.

F. QUOTE SUBMISSION INSTRUCTIONS

All quotes must be submitted on the Quote Forms provided by VIHA (see EXHIBIT A). Failure to provide a quote for each item delineated on the Quote Forms may result in the quote being determined "non-responsive" and subsequently disqualified from consideration. Respondents should insert the words "No Quote" in the space provided for any item for which no price is submitted. Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this RFQ. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's quote shall subject the quote to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments.

G. MANDATORY FORMS SUBMISSION

Each Respondent must submit the following:

- EXHIBIT A - Quote Form
- Copy of Valid Business License
- EXHIBIT C - Required Representations and Certifications
- EXHIBIT E - Respondent Disclosure Certification

- EXHIBIT I - Contractor Responsibility Surveys

  Please provide the names, telephone numbers, and email addresses of at least three (3) references who may be contacted that have used the services of your organization. References submitted ***must*** *address the Respondent's experience in the areas requested within this RFQ.*)

The successful Respondent(s) will be required to submit mandatory VIHA forms and affidavits within seven (7) days of notice of award. The mandatory forms will be forwarded to the successful Respondents *prior* to contract award. Forms should be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory forms are:

- EXHIBIT B - W-9 - Request for Taxpayer Identification Number and Certification
- EXHIBIT D - Principal Personnel Disclosure Statement Certification and Instructions
- EXHIBIT F - HUD-50071 - Certification of Payments to Influence Federal Transactions
- EXHIBIT G - Subcontractor Data Form
- EXHIBIT H - Section 3 Business Self-Certification Form
- EXHIBIT J - H.U.D. Form 5370–C - General Contract Conditions Non-Construction

Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.

H. TAXES

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

I. ACCEPTANCE PERIOD

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

J. SIGNATURE

The person signing the quotation must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the quote has been accepted. No signatures shall be in pencil.

K. SUBMISSION OF QUOTATIONS

Quotes must be submitted to the VIHA electronically by the Quote Due Date and Time. Respondents shall transmit completed quotes to the VIHA by email to mmiller@vihousing.org in PDF file format. The "Subject" line of the email should state "[name of firm] **Directors and Officers Liability Insurance**." Please exercise caution in creating your electronic file.

All quotes received after the noted date and time will be deemed "non-responsive".

L. REJECTION OF QUOTES

VIHA reserves the right to reject any and all quotes where it is determined to be in the best interest of VIHA to do so.

M. WITHDRAWAL OF QUOTES

Quotes may be withdrawn by written request dispatched by the Respondent in time for delivery during the normal course of business prior to the time fixed for submission. Negligence on the part of the Respondent in

preparing the documents confers no right of withdrawal or modification of the Respondent's quote after such documents are opened.

N. QUOTES EVALUATION PROTOCOL

The agreement(s) shall be awarded to the responsible Respondent(s) whose quote conforms to the RFQ and to the specifications described herein and whose product best suits the needs of VIHA. All quoted items shall include all labor, material, equipment, and transportation costs, in accordance with the requirements stated herein.

VIHA reserves the right to award this contract to one Respondent, to make multiple awards, and to accept a quote other than the lowest priced quote. VIHA may reject any or all quotes if such action is in VIHA's best interest, waive informalities and minor irregularities in quotes received, and award all or part of the requirements stated. Furthermore, VIHA reserves the right to delete, add, or modify any aspect of this procurement through negotiations (if applicable) up until the final contract signing.

O. 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. 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. VIHA shall review the System for Award Management ("S.A.M.") (or any replacement or similar government-used system), or other Federal agencies listings (e.g., Department of Labor for violation of labor regulations) when necessary to protect VIHA in its business dealings. 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.

P. SECTION 3

In keeping with Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 lu (Section 3)), and in accordance with the goals of H.U.D., VIHA strongly encourages Section 3 participation.

Q. MODIFICATION OF SOLICITATION OR CONTRACT

VIHA reserves the right to reject any and all quotes where it is determined that it is in the best interest of VIHA to do so.

VIHA reserves the right to increase/delete/modify any item to this solicitation or contract as deemed necessary where it is in the best interest of VIHA, where permitted by VIHA's policies and the laws governing the U.S. Department of Housing and Urban Development.

R. CONFLICT OF INTEREST

External Organizational Conflicts

The Contractor certifies that neither it nor any of its subcontractors include persons who have an interest, direct or indirect, in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

(i) A present or former member or officer of VIHA's Board of Commissioners or any member of the officer's immediate family. This prohibition does not include any present or former tenant commissioner who does not

serve on the governing body of a resident corporation and who otherwise does not occupy a policy-making position with the resident corporation, VIHA, or a business entity.

(ii) Any VIHA employee who formulates policy or who influences decisions with respect to the VIHA project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner.

(iii) Any public official, member of the local governing body, or State/Territory or local legislator, or any member of such individuals' immediate family.

(iv) A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as the Virgin Islands).

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative or as a "half" or "step" relative (e.g., half-brother or stepchild).

Internal Organizational Conflicts

It is VIHA's policy to avoid situations that place a Respondent in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent may have which relates to the work to be performed pursuant to this solicitation or where the Respondent's performance of such work may provide it with an unfair competitive advantage.

If necessary, Respondents shall provide a signed statement ("Disclosure Statement") which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible organizational conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

In the Disclosure Statement, the Respondent may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

In the absence of any relevant interests identified in a signed Disclosure Statement, Respondents certify by their signature on this solicitation that the Respondent to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in an unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work. The Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists with regard to the Respondent's possible performance of this procurement.

No award shall be made until the Disclosure Statement, if applicable, and the Financial or Personal Interest Disclosure Statement has been evaluated by the Contracting Officer. Failure to provide the Disclosure Statement or the Financial or Personal Interest Disclosure Statement will be deemed to be a minor infraction, and the Respondent will be permitted to correct the omission within a time frame established by the Contracting Officer.

Refusal to provide the Disclosure Statement or the Financial or Personal Interest Disclosure Statement and any other additional information required by the Contracting Officer or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.

If the Contracting Officer determines that a potential conflict exists, the selected Respondent shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

S. 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.

- Worker's Compensation, in accordance with the laws of the Territory of the U.S. Virgin Islands (minimum of $50,000)
- General Liability covering bodily injury, personal injury, and property damage in an amount not less than $500,000.00
- Automotive Liability covering bodily injury and property damage in an amount not less than $50,000.00.

A. **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 agrees 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.

B. **Proof of insurance shall be provided to VIHA prior to execution of this contract and at the beginning of each option term (if applicable).** 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, VI 00802-3100, sent by certified mail, return receipt requested.

T. CONTRACT ADMINISTRATION INFORMATION

Cecile Fahie, Chief Financial Officer, is responsible for the administration of this contract unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert Graham, C.P.M., Executive Director. The Contracting Officer is responsible for the final approval and acceptance of all services rendered.

U. TERMINATION FOR 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 H.U.D. 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.

V. 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, the Contractor shall further comply with the applicable Annual Contributions Contract (A.C.C.) related to such development. To the extent such work is related to a mixed-finance development, the 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.

W. FUNDING LIMITATIONS

VIHA shall not be bound to any contract if funding has been disallowed by H.U.D.