REQUEST FOR PROPOSALS #2021-002

General Legal Services

Monday, February 8, 2021

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Robert Graham, C.P.M.
Executive Director

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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 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.

1.2 Solicitation Purpose

The Virgin Islands Housing Authority (VIHA) is seeking legal services to be performed by a qualified firm, with experience in providing legal consulting services in compliance with the U.S. Department of Housing and Urban Development's (HUD) programs and regulations. The successful Respondent must demonstrate the ability and experience to assist with complex public housing authority legal issues as it relates to real estate transactions, civil, labor and contract law, including the Low-Income Housing Tax Credit Program and all HUD development and modernization programs. **The successful firm shall be licensed in the U.S. Virgin Islands.**

Please Note: Respondents are responsible for reading this Request for Proposals ("RFP") 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 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
RFP Released	Monday, February 8, 2021
Pre-Proposal Teleconference	Thursday, February 11, 2021 at 10:00 A.M. LOCAL TIME Please join conference meeting from your computer, tablet or smartphone. https://meeting.zoho.com/meeting/join?key=1065451179
Deadline for Questions	Thursday, February 18, 2021 by 12:00 P.M. LOCAL TIME
Proposal Due Date and Time	Monday, March 8, 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 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

1.4 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 facsimile to the attention of Marilyn Miller, Procurement Manager via email to mmiller@vihousing.org. **VIHA will receive requests for additional information and/or clarification relative this solicitation between Monday, February 8, 2021 and Thursday, February 18, 2021 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.

RFP 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

PART 2 – SCOPE OF WORK

2.1 Scope of Work and Specific Requirements

The Virgin Islands Housing Authority (VIHA) is seeking legal services to be performed by a qualified firm with experience in providing legal consulting services in compliance with the U.S. Department of Housing and Urban Development's (HUD) programs and regulations. The successful Respondent must demonstrate the ability and experience to assist with complex public housing authority legal issues as it relates to real estate transactions, civil, labor, and contract law, including the Low-Income Housing Tax Credit Program and all HUD development and modernization programs. The successful firm shall be licensed in the U.S. Virgin Islands.

The successful firm shall be prepared to provide services as they are required and when requested following the "Notice to Proceed". This work is funded by VIHA and the U.S. Department of Housing and Urban Development.

All work in this contract must adhere to the appropriate federal, state, and local regulations, including Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u).

SCOPE OF SERVICES

The General Legal Services Attorney will be expected to work in partnership with the VIHA's Board, Executive Director and staff of the Housing Authority, the HUD's technical advisory team, representatives from HUD's offices in Washington D.C. and Puerto Rico; additional outside parties may include various developer partners and their associated team members such as equity investors, accountants, property management staff, and other attorneys representing various interests. The selected firm should be knowledgeable of federal, state, and local regulations affecting Housing Authorities, tax credit program regulations, and real estate law.

SUMMARY OF SERVICES

The Legal Services Attorney must be intimately familiar with the applicable local, territorial, and federal laws, HUD regulations, and any other applicable VIHA policies and procedures in order to provide an array of professional legal services that may include, but are not limited to the following general legal services:

a. Provide primary legal representation to the VIHA with respect to the Board meeting process, activities (i.e., Open Meeting Act and procurement regulations), and approvals in accordance with HUD Regulations and Laws of the Territory;

b. Provide general legal services in civil, contract, labor, and real estate law;

c. Assist the Executive Director in coordinating with insurance companies regarding personal injury or other liability cases;

d. Submit a concise monthly legal report of activities and confer with and advise the Executive Director and Board on legal matters, when requested;

e. Draft routine contracts (i.e., contracts relating to procurement or as required by Federal and Territorial regulations) and required certifications including professional services (such as legal, accounting, auditing, consulting), as may be required in the interest of the Authority; it is incumbent upon the Attorney to conduct routine (i.e., reasonable time to check the appropriate regulation or law to provide sound legal advice) research and written documents is part of this scope of services;

f. Review and approve the legality of contracts, legal instruments, legal documents, and other written legal materials prepared by others and submitted to the Authority for action (including verification of all performance bonds), as requested;

g. Handle in a timely and appropriate manner all legal questions and matters arising out of or under legal contracts, legal instruments, legal documents, and other legal materials with or concerning the Authority, routine research is considered part of the scope of services;

h. Represent the VIHA in all standard (i.e., non-extraordinary) legal actions brought against the Authority, its officers, and employees in conjunction with Authority business (including HUD approval of litigation) <u>(excluding tenancy actions and excluding legal work handled by the Redevelopment Counsel)</u>;

i. Consult with parties having business with the Authority, on such business, when requested by the Authority, such as union officials, attorneys representing other autonomous agencies;

j. Prepare legal opinions as requested by the Executive Director on housing issues and all matters pertaining to the operations of VIHA;

k. Advise the Executive Director on all matters concerning laws governing the Housing Authority: V.I. Title 29, CFR Title 24 Housing and Urban Development, Territorial Administrative Law, and Open Meetings Act, experienced legal firms will have sufficient working knowledge of the above to advise the Board at Board meetings;

l. Attend scheduled meetings with the Executive Director, Board of Commissioners Monthly meetings or Special Board Meetings, Territorial Officials, HUD Officials, Independent Auditors, and other entities as requested by the Executive Director;

m. Assist the Authority (when necessary/authorized) in the review of legal agreements with its Non-Profit Entities, its Developer Partners, other private sector partner(s), resident organizations, or Territorial Officials, etc.;

n. Respond to phone inquiries by and participate with the Executive Director in phone conferences to discuss and resolve legal issues affecting the VIHA operations;

o. Review or draft ordinances, resolutions, union contracts, or other legal documents as requested;

p. Provide legal advice on projects, proposals, and legal documents for compliance and alternative approaches to resolve potential legal issues;

q. Provide legal advice associated with VIHA's mixed-finance projects, including the formation or operation of limited liability companies and/or affiliates/instrumentalities as needed; and

r. Address such other standard/routine legal matters generally addressed by other public housing authority contracted legal services firms.

PART 3 – PROPOSAL SUBMISSION

3.1 Proposal Format and Structure

Respondents to this RFP should prepare clear and complete responses to each of the following questions and information requests. Brevity and clarity is strongly encouraged. 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.

Respondents interested in responding to this RFP should submit the following information. The sections are delineated as follows:

The sections are delineated as follows:

A. Letter of Transmittal - Include a letter of transmittal bearing the signature of an authorized representative of the Respondent and the name(s) of the individual(s) authorized to negotiate services and cost with VIHA. Also, include a brief introduction and information about the firm and its experience with providing legal services as delineated within Section 2.1, Scope of Work and Specific Requirements.

B. Approach Plan - The following items shall be clearly delineated and labeled within the Respondent's plan (see Section 2.1, Scope of Work and Specific Requirements for outline of required points to be addressed).

Team Description - Provide information on the Legal Services firm and legal team, including the following:

a. Contact person, title, telephone/facsimile numbers and e-mail address;

b. Name of Legal Services firm, main address, telephone/facsimile numbers and e-mail address;

c. Address, phone and facsimile of office from which services will be provided, if different from above;

d. Description of the firm size, number of employees, and number and names of employees that specialize in government agencies and HUD-programs; and

e. Describe the lead contact's prior experience working with Housing Authorities and/or government agencies. as well as mixed-finance development and HUD approval processes.

The evaluation of the proposals for this factor will also be based on the Respondents' understanding and awareness of the various functions required performing the activities and requirements of the RFP. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures and methodologies, the proposed work plan and schedule and the expected outcomes and deliverables.

Team Experience - Provide an overview of the firm's experience providing general legal services to Housing Authorities and/or other government agencies. Include the following information for the last five (5) years. General legal experience is important, but the experience of the individual Attorney that will be assigned to VIHA is most important.

a. Provide information for general legal services provided to Housing Authorities and/or other government agencies in the last five (5) years.

b. Provide information related to real estate, labor, contract or civil experience for which the proposed team has been involved within the last five (5) years.

c. Provide information for how your firm can distinguish itself from competitive legal service firms.

In their response, the firm should highlight any pertinent, favorable outcomes that were directly attributable to their involvement in working with their client.

Staff Experience - Provide profiles of key staff, including the lead contact, which will coordinate with his/her internal legal team. Specify the roles of key staff in providing general legal services to Housing Authorities and/or other government agencies; include contract, labor, civil and real estate previous experience and general housing development.

References -The evaluation of the proposals for this factor will be based on the experience, performance history, and competence of the Respondent and any proposed joint ventures, subcontractors, and consultants to provide the required services delineated in the RFP. This includes the capability to provide adequate resources and support to accomplish the general and specific requirements delineated within this RFP, and relevance of prior and current experience. This factor also includes the capacity to take on new work and the Respondent's plan to add staff as necessary.

Fee Schedule - All offers must be submitted on the Fee Schedule provided by VIHA (see Exhibit A). Failure to provide an offer for each item delineated on the Fee Schedule may result in the offer being determined "non-responsive and subsequently disqualified from consideration. Offers should insert the words "No Offer" in the space provided for any item for which no price is submitted. Offers shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this RFP. 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 offer shall subject the offer to rejection. If the Offeror wishes to include additional information, the Offeror may do so with attachments. Please type all prices.

C. Commitment to Diversity - Indicate any past or current successes and/or proposed activities relating to Section 3 and MBE/WBE initiatives.

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. VIHA will allow a font size no smaller than 9-point for information included in tables and charts ***only***. The proposal response shall not exceed **thirty (30) pages** (excluding charts, spreadsheets and other exhibits). **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. **Submission Requirements:** Completed proposals must be submitted to the VIHA electronically by the Proposal Due Date and Time. Respondents shall transmit completed proposals to the VIHA by email to mmiller@vihousing.org in PDF file format. **The "Subject" line of the email should state "[name of firm] General Legal Services."** Please exercise caution in creating your electronic file.

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 this 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.

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	**Team Description and Experience** The degree to which the legal firm demonstrates successful experience providing legal services to Housing Authority and/or other government agencies clients both with respect to general program operational issues, civil proceedings, labor adjudications. procurement and contract negotiations and regulatory compliance. Include evidence of experience and expertise within each of the following areas: • Familiarity with rules and requirements applicable to Housing Authority operations. development, other HUD programs and other autonomous government agencies. • Providing general legal services to Housing Authorities and other government agencies in civil proceedings, labor hearings, and union contract negotiations. • Drafting, reviewing and negotiating contracts and following HUD procurement regulations and Housing Authority procurement policy. • Making recommendations to better position Housing Authorities or non-profits through the creation of new entities. • Providing legal expertise to negotiate the best terms for Housing Authorities and HUD. *Highlight any pertinent, favorable outcomes that were directly attributable to your team's involvement.*	30
B	**Staff Experience** Degree to which the primary Attorney assigned demonstrates a command of HUD Programs and Regulations and successful experience in providing general legal services to Housing Authorities, or other government entities.	20
C	**References** Quality of references provided based on due diligence conducted by VIHA.	20
D	**Fee Schedule** All offers must be submitted on the Fee Schedule provided by VIHA **(see Exhibit A).**	25
E	**Commitment to Diversity** Indicate any past or current successes and/or proposed activities relating to Section 3 and MBE/WBE initiatives.	5
	TOTAL	**100**

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 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.

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 Schedule
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 – Three Completed Contractor Responsibility Survey
Exhibit L – Addenda Acknowledge Form
Exhibit M – HUD-5370-C - General Contract Conditions Non-Construction Section I (With or without Maintenance Work)

*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 F)** 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.

PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

6.1 Required VIHA Respondent Registration

In order to do business with VIHA, Respondent must be a registered vendor ***prior to submitting a response.*** If Respondent has already registered with VIHA, the Respondent's (Vendor) profile must be up-to-date.

Respondent is responsible for contacting their local authorities 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 Schedule **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 L** - *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. 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.

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 U.S. Virgin Islands.

B. The Contractor shall carry Professional Liability Insurance (malpractice) in the amount not less than $750,000.00 per occurrence and total coverage of $1,000,000. VIHA reserves the right to increase minimum requirements as needed depending on specific work or activities.

C. The Contractor shall carry Commercial General Liability Insurance with combined minimum limits of coverage of $1,000,000 per occurrence, and motor vehicle liability insurance with minimum limits of $1,000,000 per accident for bodily injury and property damage.

D. **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.

E. **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.

F. 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.

G. Law firm agrees and hereby authorizes its insurer to notify VIHA of a substantial change in such insurance coverage described herein. Substantial changes include, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

Failure to Law Firm to comply with the insurance requirements of the resulting Contract will be considered a material breach of the Contract.

6.22 Contract Administration

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, 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 two (2) years from the Execution Date of the Contract.

6.24 Option to Extend

The contract shall have three (3) one-year options to extend. Total contract period shall not exceed five (5) years 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, VI 00802-3100

Any protest against this procurement action must be received prior to the due date for receipt of proposals, 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

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.

6.32 Public Records

Respondents are advised that all submissions may be made available to the public on request upon completion of the process and award of an Agreement. Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in the United States Virgin Island's Freedom of Information Act. Accordingly, any information which the Respondent thinks benefits from an exception to disclosure shall be clearly identified as such and segregated from the rest of the proposal. VIHA, in its discretion, shall determine which information may be disclosed under the Virgin Islands Public Records Law. By responding to this RFP, Respondent agrees that any determination made regarding disclosure of information contained in the response is satisfactory.