



REQUEST FOR PROPOSALS #2021-006

Commercial General Liability Insurance

Monday, March 1, 2021

**Robert Graham, C.P.M.
Executive Director**

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ATTACHMENT A

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

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ATTACHMENT C

Virgin Islands Housing Authority Communities List

ATTACHMENT D

Virgin Islands Housing Authority Loss Run (2016-2020)

MANDATORY SUBMITTALS (EXHIBITS)

EXHIBIT A

Fee Proposal Form

EXHIBIT B

W-9 – Request for Taxpayer Identification Number and Certification

EXHIBIT C

Required Representations and Certifications

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Subcontractor Data Form

EXHIBIT E

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Principal Personnel Disclosure Statement Certification and Instructions

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Liability Questionnaire

EXHIBIT I

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EXHIBIT K

Contractor Responsibility Survey

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Addenda Acknowledge Form

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 accepting proposals from qualified insurers and agencies to supply full insurance for Commercial/Comprehensive General Liability Insurance Coverage. Coverage will be for a one (1) year period with two one (1) year option periods.

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, March 1, 2021
Deadline for Questions	Monday, March 8, 2021 by 12:00 P.M. LOCAL TIME
Proposal Due Date and Time	Monday, April 5, 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, March 1, 2021 and Monday, March 8, 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 accepting proposals from qualified insurers and agencies to supply full insurance for Commercial/Comprehensive General Liability Insurance Coverage. Coverage will be for a one (1) year period with two one (1) year option periods.

A. Background On Public Housing

The Low-Income Public Housing Program is authorized under the United States Housing Act of 1937, as amended. It authorizes the U.S. Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies (PHAs) in the provision of decent, safe and sanitary dwellings at affordable rents to lower-income families. The public housing program is administered at the local level by PHAs which are non-Federal public agencies authorized by State legislation and generally established by action of a town, city, county, regional area or state.

The PHA functions in the capacity of developer, owner and manager of its low-income public housing developments. The PHA has the responsibility for planning, financing, constructing, and managing its properties subject to applicable laws and contractual relationships with HUD and the local governing body. The landlord-tenant relationship of the PHA is established by virtue of its ownership of the properties and the provisions of

individual leasing agreements with its tenants. The PHA performs all of the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

PHA responsibilities for public housing developments are embodied in the State enabling legislation and an Annual Contributions Contract (ACC) entered into between the PHA and HUD. A PHA is required to operate each low-income project for the purpose of providing decent, safe and sanitary dwelling units within the financial reach of lower-income families and to operate the project with efficiency, economy, serviceability, and stability.

HUD assists PHAs financially through the ACC by providing capital funds for developing new developments and by making annual contributions (debt service payments) according to the ACC. In addition, the Department provides PHAs/IHAs with annual operating subsidies to assist in maintaining the low-income character of the developments, providing adequate administrative and maintenance services, and to ensure financial solvency. Operating subsidies help cover annual deficits arising as a result of rent limits and the costs of operations, including utilities, that exceed shelter rents.

B. Commercial General Liability Coverage (CGL) Requirements

- (1) The CGL policy shall become effective May 2, 2021 at 12:01 A.M. upon date of execution of contract for a period of one (1) year with two one (1) year option periods. CGL shall be written on a standard Insurance Services Office CGL Occurrence form and approved for use in the Territory of the U.S. Virgin Islands to provide coverage for premises and operations. An additional coverage is needed to include burglary and robbery to the VIHA's Messengers and or any other personnel assigned to making monetary deposits to any financial institutions, i.e., banks, etc. The policy shall include Independent Contractors; Products and Completed Operations; Contractual Liability; and Personal Injury. A claims-made policy form is not acceptable.
- (2) **Named Insured.** The policy shall name as insured the Virgin Islands Housing Authority, and include executive officers, directors, commissioners, and employees while acting within the scope of their duties.
- (3) **Coverage Limits.** The CGL limit of liability shall be \$50,000.00 per occurrence combined single limit with an annual aggregate of \$50,000. The Virgin Islands Code page 276, §87 (a) Limits on Liability states.... "No judgment shall be rendered against the Virgin Islands Housing Authority in excess of \$50,000.00 in any suit or action against the Authority with respect to any injury or loss of property or personal injury or death."
- (4) **Deductible.** The CGL coverage shall be provided with a deductible of \$250 per occurrence. Optional bids for deductibles of \$500, \$5,000, \$10,000 and \$25,000 per occurrence may be provided.
- (5) **Required Endorsement.** The CGL policy shall have the following endorsements attached (or incorporated into the policy itself):
 - (a) **Mistake in Description.** "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."
 - (b) **Governmental Immunity Clause.** "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."

Cancellation may not be affected by the company without a minimum of 60 days prior written notice to the insured.
 - (c) **Loss Reports.** "The company agrees, on a semi-annual basis and 120 days prior to expiration, to provide the named insured with loss runs showing the status of each loss incurred during the

policy term. The loss run shall include, at a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

C. Submission Requirements

Submission responses must contain, at a minimum the following information and materials:

- (1) Description of the firm's approach to providing insurance services relative to this specific project including the involvement of designated consultants.
- (2) Firm's ability to perform within the requirements. State the personnel proposed to be allocated to this project including all consultants' personnel.
- (3) A list of references.
- (4) Proof of Professional Registration for each discipline to be used in this project.
- (5) List all key members of your firm and consultant (s) who will be committed to this project. Indicate the level of effort and function of each team member on the Project. Prepare organization structure to show how the key members will be involved in the project. Include resumes of these individuals.

D. Related Experience

Provide as a minimum the following information for both the firm and consultant(s):

- (1) A statement of your firm's familiarity and experience with providing Group insurance Coverage for other government agencies and businesses within the Virgin Islands.

E. Experience of Assigned Personnel

- (1) Name
- (2) An explanation of the function they will perform and their title by classification.
- (3) Their relevant education background.
- (4) Their relevant work experience.
- (5) Their work experience with governmental clients.
- (6) Any specialized skills, training or credentials that is relevant to the required services.

F. Brokers Qualifications

- (1) Each participating insurer shall be licensed or duly authorized to issue insurance in the territory of the U.S. Virgin Islands. "Duly authorized" means that the insurer(s) shall be listed with the territorial insurance commissioner as an approved or admitted carrier. If a proposal is submitted by a "surplus lines" insurance company, the company must be authorized to conduct business in the territory by the insurance department. Accordingly, the insurer(s) shall meet all the requirements of Title 22 of the Virgin Islands Code.
- (2) Each participating insurer shall be financially sound and responsible, which may be evidenced by a rating in the current A.M. Best's Insurance Reports of "A" or better for performance and shall have a financial rating of "Class VI" or greater for company size, or an A.M. Best Company Financial Performance Index (FPI) rating of "6" or higher that is in the NA-3 category (Insufficient Operating Experience). A rating of at least "A" by Demotech will also be acceptable. The rating by either one or the other of these rating organizations should be shown on the bid proposal when it is submitted. A company not rated by A.M. Best Company, Moody's, Standard & Poor's

or Demotech should demonstrate the adequacy of its capital/surplus and reserves by submitting a current audited financial statement or an actuarial review.

- (3) The agent/broker shall be licensed or duly authorized to issue, solicit and service commercial property/casualty insurance in accordance with the laws of the Territory of the U.S. Virgin Islands.

G. Prices and Terms

- a. VIHA reserves the right to negotiate all elements of the firm's proposals, including price. When Best and Final Offers are requested, this is negotiable as well.
- b. The VIHA reserves the right to waive any informality and to reject any and all proposals.

H. Policy Term in Excess of 12 Months

If VIHA requests a policy term in excess of 12 months, with the premium payable annually, **the policy may not be subject to re-rating at the end of each annual period. However, the premiums must be guaranteed and may not be increased during the term of the policy. The policy must contain an endorsement that will guarantee the premium for its full term. If the policy does not have this endorsement attached, the policy will be subject to competitive bidding at the end of the first annual period.**

I. Taxes and Fees

All excess and surplus lines taxes and fees, if applicable, shall be included in the total premium proposal. The proposer shall attach a listing of the amount of such taxes and fees applicable.

J. Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract in whole or part, without written approval of the Authority, except that claims form sums of money due, or to become due from the Authority pursuant to the contract may be assigned to a bank, trust company or other financial institution. The Authority is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm-obtaining prior written consent.

K. Liability

The successful firm shall hold and save harmless the Authority, its officers, agents and employees from liability of any kind in the performance of the contract resulting from these conditions and specifications.

L. Permits and Licenses

The successful firm shall obtain Permits and Licenses that are required for performing his work by all laws, ordinances, rules and regulations of the Virgin Islands or order of any officer and/or body lawfully empowered to make or issue the same and having jurisdiction and shall give all notices necessary in connection therewith and pay all fees Relating thereto and all cost or expenses incurred on account thereof.

M. Laws and Regulations

- a. Proposers should be aware that the Territory and VIHA has Affirmative Action (AA), Minority Business Enterprise (MBE), Women Business Enterprise (WBE) requirements and obligations under the Americans with Disabilities Act, which must be met with respect to the services to be provided in this agreement.
- b. Proposers agree to pay all state, federal, social security, unemployment insurance, and other taxes, assessments, or contributions due and payable to the Virgin Islands, the state in which the consultant resides, the state in which work is performed, and/or the United States in connection with the work

to be performed under this Agreement, and the Consultant shall hold VIHA harmless from any liability on account of any such taxes or assessments.

- c. Proposers hereby acknowledge that it is aware of its responsibilities and obligations under the Americans with Disabilities Act and Executive Orders relating to Non-Discrimination, Affirmative Action and Utilization of Minority and Small Business Enterprises.

N. Time for Performance

These services shall be performed for a period of one (1) year with two one (1) year renewable options. VIHA's current policy expires on May 1, 2021 and therefore, this new policy shall take effect on May 2, 2021 and shall continue in full force and effect until such time expires. VIHA reserves the right to exercise option periods. If VIHA will exercise any option period, the firm will be notified in writing 30 days prior to the expiration of the current contract expiration.

O. Claim Reports

The agency or company receiving this award shall provide, 120 calendar days prior to expiration, a report of all claims including date of claim, amount paid or reserved and a description of the type and nature of each claim.

P. Certified Duplicate Policy

The insurer receiving this award shall deliver an original and a certificate of insurance to the insured. The certificate must show the U.S. Department of Housing and Urban Development as the certificate holder and require at least a 60-day notice of cancellation to the certificate holder in the event the policy is canceled mid-term.

Q. No Warranty

The proposer is required to examine the specifications, instructions and risks to be covered. Failure to do so will be at the proposer's own risk. It is assumed that the proposer has made such investigation as to be fully informed as to the extent and character of the hazards and of the requirements of the specifications. No warranty is made or implied as to the information contained in the specifications.

R. Bidder Qualifications

A proposer is an insurance company or an agent/broker submitting a proposal on behalf of an insurance company or companies. In order to be considered for award, a proposer must meet the qualifications below. Proposers not meeting these qualifications will not be considered for award.

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.

Failure to respond as required by this RFP will result in rejection of the proposal.

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 insurance services as delineated within the RFP.
- B. Broker Qualifications and Experience** - 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.
- C. Past Performance** - Submit detailed information on Respondent's experience in providing similar services to similar agencies, providing information on the Respondent's insurance experience. Respondents shall have a demonstrated minimum of three (3) years' experience in conducting the required services, which can be documented through the references/work experience provided. Provide the names, addresses and telephone numbers of at least three (3) references that may be contacted that have used the services of your organization. References submitted must address the Respondent's experience in the areas outlined within this RFP. See **Exhibit K - Contractor Responsibility Survey**
- D. Fee Proposal Form** - All offers must be submitted on the Fee Proposal Form provided by VIHA (see **Exhibit A**). Failure to provide an offer for each item delineated on the Fee Proposal Form 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.**
- E. Commitment to Diversity MBE/WBE/Section 3 Business** - 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 **twenty (20) 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] Commercial General Liability Insurance.”** 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:

WEIGHTED EVALUATION FACTORS	WEIGHT OF FACTOR
Management/Technical Approach	10
Insurer A.M. Best Rating <i>*Rating must be an A or better.</i>	10
Fee Proposal/Price	35
Terms & Condition of Policy	35
Commitment to Diversity MBE/WBE/Section 3 Business	10
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 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

MANDATORY SUBMITTALS (con't)
Exhibit K – Three Completed Contractor Responsibility Survey
Exhibit L – Addenda Acknowledge Form
Copy of Business License
Respondent's DUNS 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 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 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 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 \$1,000,000 per occurrence.
- C. The Contractor shall carry Commercial General Liability Insurance with combined minimum limits of coverage of \$1,000,000 per occurrence.
- 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.

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 one (1) year from the Execution Date. VIHA's current policy expires on May 1, 2021 and therefore, this new policy shall take effect on May 2, 2021 and shall continue in full force and effect until such time expires.

6.24 Option to Extend

The contract shall have two (2) one-year options to extend. VIHA reserves the right to exercise option periods. If VIHA will exercise any option period, the Contractor will be notified in writing 30 days prior to the expiration of the current contract expiration. Total contract period shall not exceed three (3) 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.

ATTACHMENTS



Instructions to Offerors Non-Construction

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

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be 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. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 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) 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
- (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

Virgin Islands Housing Authority Communities

ATTACHMENT C

Updated: February 4, 2021

COMM. #	COMMUNITY NAME	# UNITS	Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	Total
VQ001005	Oswald E. Harris Court	297	Walk-Up	0	50	96	116	24	11	297
VQ001016	* Estate Tutu	300								
VQ001019	Estate Bovoni Apartments	366	Walk-Up	0	62	128	128	48	0	366
VQ001001	Paul M. Pearson Garden	120	Walk-Up	0	32	56	32	0	0	120
VQ001004A	H. H. Bergs Homes	50	Walk-Up	0	0	44	6	0	0	50
VQ001009	Addition to Bergs Homes	24	Walk-Up	0	8	0	8	4	4	24
VQ001011	Lucinda A. Millin Home	85	Elevator	73	12	0	0	0	0	85
VQ001007	Michael J. Kirwan Terrace	126	Walk-Up	0	0	36	80	10	0	126
VQ001044	The Knolls at Contant	96	Walk-Up	4	10	20	55	4	3	96
VQ001025	Anna's Retreat	1	Detached	0	0	1	0	0	0	1
12 Comm.	1 Central Office	1465	TOTAL	77	174	381	425	90	18	1165

COMM. #	COMMUNITY NAME	# UNITS	Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	Total
VQ001002	D. Hamilton Jackson Terrace	110	Walk-Up	0	32	48	24	6	0	110
VQ001004B	Alphonso "Piggy" Gerard Complex	26	Walk-Up	0	0	12	14	0	0	26
VQ001008	John F. Kennedy Terrace	200	Walk-Up	8	36	60	72	24	0	200
VQ001033	Joseph E. James Terrace	34	Semi-Detached	0	34	0	0	0	0	34
VQ001012	Aureo Diaz Heights	100	Walk-Up	0	22	32	36	10	0	100
VQ001022	Mount Pleasant	44	Walk-Up	0	24	20	0	0	0	44
VQ001024B	Candido R. Guadalupe Terrace	90	Walk-Up	0	10	34	34	10	2	90
VQ001003	* Ludvig E. Harrigan Court	70								
VQ001004C	Marley Homes	34	Walk-Up	0	0	10	24	0	0	34
VQ001010	Addition to Marley Homes	60	Walk-Up	0	8	18	26	8	0	60
VQ001020	Walter I. M. Hodge Pavilion	250	Walk-up		36	88	87	36	3	250
VQ001015	Williams' Delight	282	Detached	0	0	138	119	29	0	286
VQ001021	Wilfred Pedro Home for the Elderly	98	Semi-Detached	0	98	0	0	0	0	98
	Central Office Complex	0								
13 Comm.	1 Central Office	1398	TOTAL	8	300	460	436	123	5	1332

* No longer in service

EXECUTIVE INSURANCE SERVICES, INC.

10566 Barron Spot
The Barron Spot Village Mall 4
Kingshill, V.I. 00850-9664
Telephone: 340-773-6412 ** Facsimile: 340-713-8512
Web-Address: eisvi.com

LOSS RUN

INSURED: VIRGIN ISLANDS HOUSING AUTHORITY

POLICY PERIOD: MAY 1, 2016 TO MAY 1, 2017

FIGURES AT: 31-Jan-21

ITEM NO.	ADJ. FILE NO.	DATE OF LOSS	CLAIM TYPE	LOCATION / HOUSING COMMUNITY	RESERVE	TOTAL CLAIM COST	LESS DEDUCTIBLE	TOTAL CLAIM INCURRED
1	6060801	17-May-16	PD	PMP GARDENS	\$0.00	\$605.00	\$605.00	\$0.00
2	6061601	14-May-16	PD	ALPHONSO GERARD	\$0.00	\$951.00	\$951.00	\$0.00
3	6080201	6-Jul-16	PD	MARLEY HOMES	\$0.00	\$1,293.00	\$1,293.00	\$0.00
4	6110702	1-Nov-16	PD	MARLEY HOMES	\$0.00	\$520.00	\$520.00	\$0.00
5	6110704	22-Aug-16	PD	BOVONI	\$0.00	\$1,255.00	\$1,255.00	\$0.00
6	6120603	13-Oct-16	PD	ALPHONSO GERARD	\$0.00	\$400.00	\$400.00	\$0.00
7	6120602	18-Oct-16	PD	KNOLLS AT CONTANT	\$0.00	\$966.20	\$966.20	\$0.00
8	6112802	21-Oct-16	PD	BOVONI	\$0.00	\$1,287.00	\$1,287.00	\$0.00
9	6121201	9-Dec-16	PD	BOVONI	\$0.00	\$832.00	\$832.00	\$0.00
10	6121403	18-Aug-16	PD	KNOLLS AT CONTANT	\$0.00	\$1,235.00	\$1,235.00	\$0.00
11	6121402	27-Oct-16	PD	M. J. KIRWIN	\$0.00	\$460.00	\$460.00	\$0.00
12	6121401	10-Oct-16	PD	M. J. KIRWIN	\$0.00	\$553.00	\$553.00	\$0.00
13	6090701	6-Jul-16	PD	TUTU	\$0.00	\$554.00	\$554.00	\$0.00
14	6112901	28-Nov-16	PD	AUREO DIAZ	\$0.00	\$581.00	\$581.00	\$0.00
15	6122001	9-Nov-16	PD	M. J. KIRWIN	\$0.00	\$780.00	\$780.00	\$0.00
16	6122002	24-Nov-16	PD	M. J. KIRWIN	\$0.00	\$1,105.00	\$1,105.00	\$0.00
17	6122102	24-Oct-16	PD	M. J. KIRWIN	\$0.00	\$442.00	\$442.00	\$0.00
18	6122102	6-Jul-16	PD	TUTU	\$0.00	\$390.00	\$390.00	\$0.00
19	6120103	1-Jul-16	PD	TUTU	\$0.00	\$577.00	\$577.00	\$0.00
20	6112801	15-Nov-16	PD	WILLIAMS DELIGHT	\$0.00	\$555.00	\$555.00	\$0.00
21	7020201	22-Oct-16	PD	PMP GARDENS	\$0.00	\$582.00	\$582.00	\$0.00
22	7012501	8-Dec-16	PD	PMP GARDENS	\$0.00	\$1,067.00	\$1,067.00	\$0.00
23	7031701	7-Nov-16	PD	WHIM	\$0.00	\$768.00	\$768.00	\$0.00
24	7031702	7-Nov-16	PD	WHIM	\$0.00	\$773.00	\$773.00	\$0.00
25	7021601	13-Jan-17	PD	KNOLLS AT CONTANT	\$0.00	\$594.00	\$594.00	\$0.00
26	7021602	11-Feb-17	BI	W. I. M. HODGE	\$0.00	\$574.00	\$574.00	\$0.00
27	7040401	29-Mar-17	PD	BOVONI	\$0.00	\$930.00	\$930.00	\$0.00
28	7033001	30-Mar-17	PD	MARLEY HOMES	\$0.00	\$793.00	\$793.00	\$0.00
29	7042001	30-Dec-16	PD	WILLIAMS DELIGHT	\$0.00	\$1,242.00	\$1,242.00	\$0.00
30	7060201	24-May-17	PD	WALTER I M HODGE	\$0.00	\$757.00	\$757.00	\$0.00
31	7090501	15-May-17	PD	BOVONI	\$0.00	\$626.00	\$626.00	\$0.00
32	8082001	30-Mar-17	PD	OHC	\$0.00	\$720.00	\$720.00	\$0.00

TOTALS:	\$0.00	\$24,767.20	\$24,767.20	\$0.00
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EXECUTIVE INSURANCE SERVICES, INC.
 10566 Barron Spot
 The Barren Spot Village Mall 4
 Kingshill, V.I. 00850-9664
 Telephone: 340-773-6412 ** Facsimile: 340-713-8512
 Web-Address: eisvi.com

LOSS RUN

INSURED: VIRGIN ISLANDS HOUSING AUTHORITY

POLICY PERIOD: MAY 1, 2017 TO MAY 1, 2018

FIGURES AT: 31-Jan-21

ITEM NO.	ADJ. FILE NO.	DATE OF LOSS	CLAIM TYPE	LOCATION / HOUSING COMMUNITY	RESERVE	TOTAL CLAIM COST	LESS DEDUCTIBLE	TOTAL CLAIM INCURRED
1	7062701	26-May-17	PD	MARLEY ADDITIONS	\$0.00	\$499.00	\$499.00	\$0.00
2	7080701	5-Aug-17	PD	JFK	\$0.00	\$7,985.00	\$7,985.00	\$0.00
3	7071301	8-Jul-17	PD	PMP GARDENS	\$0.00	\$740.00	\$740.00	\$0.00
4	7082801	7-Aug-17	PD	JFK	\$0.00	\$490.00	\$490.00	\$0.00
5	7082901	25-Aug-17	PD	AUREO DIAZ	\$0.00	\$546.00	\$546.00	\$0.00
6	7112402	5-Oct-17	PD	VIHA	\$0.00	\$310.00	\$310.00	\$0.00
7	7112403	6-Sep-17	PD	PLAYGROUND	\$0.00	\$340.00	\$340.00	\$0.00
8	7090501	20-Jun-17	PD	BOVONI	\$0.00	\$526.00	\$526.00	\$0.00
9	7090502	9-Aug-17	PD	BOVONI	\$0.00	\$567.00	\$567.00	\$0.00
10	7120501	15-Nov-17	PD	J.E. JAMES TERR.	\$0.00	\$909.00	\$909.00	\$0.00
11	8012501	24-Nov-17	PD	WHIM GARDENS	\$0.00	\$988.00	\$988.00	\$0.00
12	7122402	20-Oct-17	PD	WALTER I.M. HODGE	\$0.00	\$919.00	\$919.00	\$0.00
13	8022801	19-Nov-17	PD	MARLEY ADDITIONS	\$0.00	\$325.00	\$325.00	\$0.00
14	8031401	2-Nov-17	PD	AUREO DIAZ	\$0.00	\$492.00	\$492.00	\$0.00
15	7090503	14-Jul-17	PD	BOVONI	\$0.00	\$424.00	\$424.00	\$0.00
16	8050702	28-Apr-18	PD	AUREO DIAZ	\$0.00	\$308.00	\$308.00	\$0.00
17	8050701	12-Mar-18	PD	BOVONI	\$0.00	\$465.00	\$465.00	\$0.00
18	8052201	13-Feb-18	PD	WALTER I.M. HODGE	\$0.00	\$390.00	\$390.00	\$0.00
19	8060201	28-Apr-18	PD	CANDIDO GUADALUPE	\$0.00	\$1,030.00	\$1,030.00	\$0.00
20	8060801	27-Apr-18	PD	CANDIDO GUADALUPE	\$0.00	\$1,365.00	\$1,365.00	\$0.00
21	8060802	28-Apr-18	PD	CANDIDO GUADALUPE	\$0.00	\$756.00	\$756.00	\$0.00
22	8082001	25-Aug-17	PD	BOVONI	\$0.00	\$1,040.00	\$1,040.00	\$0.00
23	8060901	9-Mar-18	PD/BI	WILLIAMS DELIGHT	\$0.00	\$15,145.00	\$3,586.00	\$11,559.00
24	7090501A	20-Jun-17	PD	BOVONI	\$0.00	\$470.00	\$0.00	\$470.00
25	8050701A	12-Mar-18	PD	BOVONI	\$0.00	\$900.00	\$0.00	\$900.00
26	9042601	18-Mar-18	BI	LUCINDA MILLIN	\$0.00	\$6,994.22	\$0.00	\$6,994.22
27	8100501	3-Apr-18	PD	WHIM GARDENS	\$0.00	\$945.00	\$0.00	\$945.00
28	8050701	12-Mar-18	PD	BOVONI	\$0.00	\$4,265.00	\$0.00	\$4,265.00
29	10185761	10-Sep-17	BI	PAUL M. PEARSON	\$50,000.00	\$39,918.50	\$0.00	\$89,918.50
TOTALS:					\$50,000.00	\$90,051.72	\$25,000.00	\$115,051.72

EXECUTIVE INSURANCE SERVICES, INC.

10566 Barron Spot

The Barron Spot Village Mall 4

Kingshill, V.I. 00850-9664

Telephone: 340-773-6412 ** Facsimile: 340-713-8512

Web-Address: eisvi.com

LOSS RUN

INSURED: VIRGIN ISLANDS HOUSING AUTHORITY

POLICY PERIOD: MAY 1, 2018 TO MAY 1, 2019

FIGURES AT: 31-Jan-21

ITEM NO.	ADJ. FILE NO.	DATE OF LOSS	CLAIM TYPE	LOCATION / HOUSING COMMUNITY	RESERVE	TOTAL CLAIM COST	LESS DEDUCTIBLE	TOTAL CLAIM INCURRED
1	8082002	26-Jul-18	PD	CAMPO RICO	\$0.00	\$812.00	\$812.00	\$0.00
2	8061101	5-Jun-18	BI	TUTU	\$0.00	\$825.00	\$825.00	\$0.00
3	8092401	23-Sep-18	PD	OHC	\$0.00	\$390.00	\$390.00	\$0.00
4	8112801	1-Oct-18	PD	JFK	\$0.00	\$745.00	\$745.00	\$0.00
5	8112802	10-Jul-18	PD	JFK	\$0.00	\$950.00	\$950.00	\$0.00
6	8112803	6-Aug-18	PD	BOVONI	\$0.00	\$600.00	\$600.00	\$0.00
7	8112804	16-Nov-18	PD	OSC	\$0.00	\$1,040.00	\$1,040.00	\$0.00
8	8102101	26-Dec-18	PD	WALTER I.M. HODGE	\$0.00	\$640.00	\$640.00	\$0.00
9	9011101	28-Nov-18	PD	AUREO DIAZ	\$0.00	\$580.00	\$580.00	\$0.00
10	9011102	15-Aug-18	PD	J. E. JAMES	\$0.00	\$1,965.00	\$1,965.00	\$0.00
11	9020301	27-Nov-18	PD	CANDIDO GUAD	\$0.00	\$660.00	\$660.00	\$0.00
12	9020303	8-Oct-18	PD	CANDIDO GUAD	\$0.00	\$1,251.00	\$1,251.00	\$0.00
13	9020302	27-Nov-18	PD	CANDIDO GUAD	\$0.00	\$750.00	\$750.00	\$0.00
14	8100503	7-May-18	PD	BOVONI	\$0.00	\$600.00	\$600.00	\$0.00
15	9020801	5-Jan-19	PD	J. E. JAMES	\$0.00	\$1,290.00	\$1,290.00	\$0.00
16	9032201	24-Jan-19	PD	M.J. KIRWAN TERR.	\$0.00	\$360.00	\$360.00	\$0.00
17	9041201	8-Apr-19	PD	BOVONI	\$0.00	\$510.00	\$510.00	\$0.00
18	9041202	6-Jan-19	PD	WALTER I.M. HODGE	\$0.00	\$450.00	\$450.00	\$0.00
19	8100502	4-Sep-18	PD	BOVONI	\$0.00	\$735.00	\$735.00	\$0.00
20	9051001	14-Apr-19	PD	JFK	\$0.00	\$350.00	\$350.00	\$0.00
21	9051901	12-Mar-19	PD	BOVONI	\$0.00	\$405.00	\$405.00	\$0.00
22	9011001	26-Dec-18	PD	WALTER I.M. HODGE	\$0.00	\$435.00	\$435.00	\$0.00
23	9053101	29-Mar-19	PD	BOVONI	\$0.00	\$525.00	\$525.00	\$0.00
24	9051401	20-Apr-19	PD	BOVONI	\$0.00	\$795.00	\$795.00	\$0.00
25	9061101	21-May-19	PD	JFK	\$0.00	\$835.00	\$835.00	\$0.00
26	8061101	5-Jun-18	BI	TUTU	\$0.00	\$6,315.00	\$6,315.00	\$0.00
27	9110601	15-Nov-18	PD	MARLEY COMMUNITY	\$0.00	\$925.00	\$187.00	\$738.00
28	9053001	14-Apr-19	BI	WILLIAMS DELIGHT	\$0.00	\$495.00	\$0.00	\$495.00
29	9011001A	26-Dec-18	PD	WALTER I.M. HODGE	\$0.00	\$1,227.00	\$0.00	\$1,227.00
30	9102304	8-Jul-18	BI	MARLEY COMMUNITY	\$0.00	\$432.60	\$0.00	\$432.60
31	9101501	20-Sep-18	PD	MARLEY COMMUNITY	\$0.00	\$695.25	\$0.00	\$695.25
32	9102301	8-Jul-18	BI	MARLEY COMMUNITY	\$0.00	\$1,344.50	\$0.00	\$1,344.50
33	12301	8-Jul-18	BI	MARLEY COMMUNITY	\$0.00	\$478.95	\$0.00	\$478.95
34	20902	12-Apr-19	PD	AUREO DIAZ	\$0.00	\$1,598.70	\$0.00	\$1,598.70
35	91701	25-Oct-18	PD	TUTU	\$0.00	\$3,855.43	\$0.00	\$3,855.43
TOTALS:					\$0.00	\$35,865.43	\$25,000.00	\$10,865.43

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LOSS RUN

INSURED: VIRGIN ISLANDS HOUSING AUTHORITY

POLICY PERIOD: MAY 1, 2019-2020

FIGURES AT: 31-Jan-21

ITEM NO.	ADJ. FILE NO.	DATE OF LOSS	CLAIM TYPE	LOCATION / HOUSING COMMUNITY	RESERVE	TOTAL CLAIM COST	LESS DEDUCTIBLE	TOTAL CLAIM INCURRED
1	9071601	11-Jul-19	PD	WHIM GARDENS	\$0.00	\$727.00	\$727.00	\$0.00
2	9071602	27-Jun-19	BI	CANDIDO QUADELOUPE	\$0.00	\$495.00	\$495.00	\$0.00
3	9071901	27-Jun-19	PD	WILLIAMS DELIGHT	\$0.00	\$660.00	\$660.00	\$0.00
4	9080801	31-Jul-19	PD	CONTANT KNOLLS	\$0.00	\$390.00	\$390.00	\$0.00
5	9090201	28-Jul-19	PD	CONTANT KNOLLS	\$0.00	\$450.00	\$450.00	\$0.00
6	9090601	18-Aug-19	PD	WALTER I M HODGE	\$0.00	\$2,195.00	\$2,195.00	\$0.00
7	9090602	18-Aug-19	PD	WALTER I M HODGE	\$0.00	\$580.00	\$580.00	\$0.00
8	9100701	4-Sep-19	PD	OHC	\$0.00	\$730.00	\$730.00	\$0.00
9	9091801	1-Sep-19	PD	M.J. KIRWIN TERRACE	\$0.00	\$730.00	\$730.00	\$0.00
10	9101902	9-Oct-19	PD	J F K TERRACE	\$0.00	\$432.60	\$432.60	\$0.00
11	9102801	18-Oct-19	BI	EST. WHIM	\$0.00	\$405.00	\$405.00	\$0.00
12	9110801	14-Oct-19	PD	BOVONI	\$0.00	\$417.15	\$417.15	\$0.00
13	9121201	14-Nov-19	PD	WALTER I M HODGE	\$0.00	\$432.60	\$432.60	\$0.00
14	9110902	3-Nov-19	PD	CANDIDO QUADELOUPE	\$0.00	\$432.60	\$432.60	\$0.00
15	21301	23-Jan-20	PD	WALTER I M HODGE	\$0.00	\$432.60	\$432.60	\$0.00
16	22501	21-Feb-20	PD	WALTER I M HODGE	\$0.00	\$618.05	\$618.05	\$0.00
17	9110801-2	14-Oct-19	PD	BOVONI	\$0.00	\$478.95	\$478.95	\$0.00
18	40201	6-Mar-20	PD	CONTANT KNOLLS	\$0.00	\$924.80	\$924.80	\$0.00
19	9102801	18-Oct-19	BI	EST. WHIM	\$0.00	\$200.85	\$200.85	\$0.00
20	40801	13-Jan-20	PD	BOVONI	\$0.00	\$540.75	\$540.75	\$0.00
21	40601	26-Mar-20	PD	OHC	\$0.00	\$775.30	\$775.30	\$0.00
22	43001	17-Apr-20	PD	MARLEY ADDITIONS	\$0.00	\$340.00	\$340.00	\$0.00
23	51401	22-Oct-19	PD	WALTER I M HODGE	\$0.00	\$1,138.50	\$1,138.50	\$0.00
24	20901	10-Jan-20	BI	OHC	\$0.00	\$587.10	\$587.10	\$0.00
25	52001	6-Nov-19	PD	BOVONI	\$0.00	\$2,488.60	\$2,488.60	\$0.00
26	81301	16-Jan-19	PD	WALTER I M HODGE	\$0.00	\$1,302.00	\$1,302.00	\$0.00
27	71401	11-Dec-19	PD	BOVONI	\$5,000.00	\$648.90	\$648.90	\$5,000.00
TOTALS:					\$5,000.00	\$19,553.35	\$19,553.35	\$5,000.00

EXECUTIVE INSURANCE SERVICES, INC.

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LOSS RUN

INSURED: VIRGIN ISLANDS HOUSING AUTHORITY

POLICY PERIOD: MAY 1, 2020-2021

FIGURES AT: 31-Jan-21

ITEM NO.	ADJ. FILE NO.	DATE OF LOSS	CLAIM TYPE	LOCATION / HOUSING COMMUNITY	RESERVE	TOTAL CLAIM COST	LESS DEDUCTIBLE	TOTAL CLAIM INCURRED
1	61801	3-Jun-20	PD	COMMON GROUNDS	\$0.00	\$726.70	\$726.70	\$0.00
2	70101	22-Jun-20	PD	WILLIAMS DELIGHT	\$0.00	\$842.60	\$842.60	\$0.00
3	70102	29-Jun-20	PD	WILLIAMS DELIGHT	\$0.00	\$401.70	\$401.70	\$0.00
4	80301	29-Jul-20	BI	MARLEY ADDITIONS	\$0.00	\$3,988.80	\$3,988.80	\$0.00
5	80502	24-Jul-20	BI	BERGS HOME	\$1,000.00	\$618.00	\$618.00	\$1,000.00
6	80501	8-Jul-20	PD	CONTANT KNOLLS	\$0.00	\$814.50	\$814.50	\$0.00
7	81701	25-Jun-20	PD	WILLIAMS DELIGHT	\$0.00	\$556.20	\$556.20	\$0.00
8	83101	15-Aug-20	PD	MARLEY HOMES	\$0.00	\$763.50	\$763.50	\$0.00
9	90401	2-Aug-20	BI	WILLIAMS DELIGHT	\$4,000.00	\$0.00	\$0.00	\$4,000.00
10	91001	2-Sep-20	PD	WALTER I M HODGE	\$0.00	\$525.30	\$525.30	\$0.00
11	90901	?	PD	AMP 23	\$0.00	\$618.00	\$618.00	\$0.00
12	91501	1-Jun-20	BI	WILLIAMS DELIGHT	\$0.00	\$818.83	\$818.83	\$0.00
13	91601	11-Sep-20	BI	WILLIAMS DELIGHT	\$0.00	\$200.00	\$200.00	\$0.00
14	91602	2-Sep-20	PD	BOVONI	\$0.00	\$705.30	\$705.30	\$0.00
15	92101	12-Jun-20	PD	W.I.M. HODGE	\$0.00	\$589.85	\$589.85	\$0.00
16	100102	26-Sep-20	PD & BI	AUREO DIAZ	\$0.00	\$478.95	\$478.95	\$0.00
17	100103	22-Sep-20	PD	CONTANT KNOLLS	\$0.00	\$417.15	\$417.15	\$0.00
18	100101	1-Oct-20	PD	WILFRED PEDRO	\$0.00	\$556.20	\$556.20	\$0.00
19	101301	21-Sep-20	PD	CANDIDO GUADELOPE	\$0.00	\$448.05	\$448.05	\$0.00
20	103001	?	BI/MOLD	WILLIAMS DELIGHT	\$25,000.00	\$0.00	\$0.00	\$25,000.00
21	103101	?	BI/MOLD	WILLIAMS DELIGHT	\$25,000.00	\$0.00	\$0.00	\$25,000.00
22	110401	30-Sep-20	PD	WILLIAMS DELIGHT	\$2,500.00	\$0.00	\$0.00	\$2,500.00
23	110601	?	BI	AUREO DIAZ	\$1,000.00	\$278.10	\$278.10	\$1,000.00
24	110901	12-Aug-20	PD	BOVONI	\$0.00	\$540.75	\$540.75	\$0.00
25	111302	28-Oct-20	PD	CONTANT KNOLLS	\$0.00	\$339.90	\$339.90	\$0.00
26	112001	25-Sep-20	PD	OSWALD HARRIS CT	\$0.00	\$592.60	\$592.60	\$0.00
27	112002	12-Nov-20	PD	OSWALD HARRIS CT	\$0.00	\$1,142.85	\$1,142.85	\$0.00
28	100702	6-Oct-20	PD	WALTER I M HODGE	\$2,000.00	\$525.30	\$525.30	\$2,000.00
29	120701	3-Nov-20	PD	WALTER I M HODGE	\$0.00	\$648.05	\$648.05	\$0.00
30	120801	4-Dec-20	PD	BOVONI	\$0.00	\$370.80	\$370.80	\$0.00
31	111201	10-Oct-20	BI	KIRWAN TERRACE	\$1,000.00	\$324.50	\$324.50	\$1,000.00
32	121101	10-Jul-20	PD	CONTANT KNOLLS	\$1,000.00	\$688.50	\$688.50	\$1,000.00
33	111101	10-Nov-20	BI	LUCINDA MILLIN	\$0.00	\$247.20	\$247.20	\$0.00
34	1010401	31-Dec-20	PD	BOVONI	\$1,500.00	\$0.00	\$0.00	\$1,500.00
35	1010402	31-Dec-20	PD	BOVONI	\$1,500.00	\$0.00	\$0.00	\$1,500.00
36	1011301	31-Dec-20	PD	BOVONI	\$2,500.00	\$0.00	\$0.00	\$2,500.00
37	1012001	15-Jan-21	PD	BOVONI	\$0.00	\$974.40	\$974.40	\$0.00

TOTALS:

\$68,000.00

\$20,742.58

\$20,742.58

\$68,000.00

EXHIBITS

RFP #2021-006 - Commercial General Liability Insurance

FEE PROPOSAL FORM

Proposals 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. **All proposals must be submitted on the form provided by VIHA.** In order for a proposal to be considered responsive, the Respondent must submit its proposal in accordance with the following instructions.

REQUIRED COVERAGE AND ANNUAL PREMIUM

The Virgin Islands Housing Authority is seeking comprehensive Commercial General Liability Insurance for St. Thomas, St. John and St. Croix Virgin Islands. VIHA has outlined below a number of options for prospective proposers to provide an annual premium. However, the options are not limited to those listed. If the proposer is prepared to provide other options, please use the same format listed below to present those options.

	REQUIRED COVERAGE	ANNUAL PREMIUM		
		INITIAL YEAR	OPTION YEAR 1	OPTION YEAR 2
OPTION #1	LIMIT OF LIABILITY (US DOLLARS) \$50,000.00 per occurrence \$50,000.00 general aggregate \$250.00 Deductible per Occurrence			
OPTION #2	LIMIT OF LIABILITY (US DOLLARS) \$50,000.00 per occurrence \$50,000.00 general aggregate \$500.00 Deductible per Occurrence			
OPTION #3	LIMIT OF LIABILITY (US DOLLARS) \$50,000.00 per occurrence \$50,000.00 general aggregate \$5,000.00 Deductible per Occurrence			
OPTION #4	LIMIT OF LIABILITY (US DOLLARS) \$50,000.00 per occurrence \$50,000.00 general aggregate \$10,000.00 Deductible per Occurrence			
OPTION #5	LIMIT OF LIABILITY (US DOLLARS) \$50,000.00 per occurrence \$50,000.00 general aggregate \$25,000.00 Deductible per Occurrence			
SUBTOTAL				
EXCESS OR SURPLUS LINE TAXES				
GRAND TOTAL				

NOTES:

- Options are not limited to those listed above. However, please use this format to present any other options you wish to make available along with the corresponding annual premium.
- It is the intention of VIHA to enter into a multiple year contract. The premiums for Option Years one and two must be listed. You may list the premium in terms of a discount percentage; etc., however an amount must be listed.*

RFP #2021-006 - Commercial General Liability Insurance
FEE PROPOSAL FORM

_____ (CORPORATE NAME ATTACHED TO
FEDERAL TAX ID NUMBER) has thoroughly read *RFP #2021-006 - Commercial General Liability Insurance and all associated Addenda* (if applicable) and can provide the services as described at the offer submitted on this Fee Proposal Form.

CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT

DATE	
CORPORATE OFFICIAL NAME	
CORPORATE OFFICIAL TITLE	
COMPANY ADDRESS	
COMPANY PHONE NUMBER	
CORPORATE OFFICIAL E-MAIL ADDRESS	
CORPORATE OFFICIAL SIGNATURE	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to 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. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ 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) _____ (Applies to accounts maintained outside the U.S.)
	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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

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.

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 a 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

- (B) (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 (B)(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.

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

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

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

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

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 * Identify additional partners (if any) on a separate page	CORPORATIONS ** Identify <u>all other officers and assistant officers</u> (if any) of the corporation (add separate page if required)	LIMITED LIABILITY CORPORATIONS *** Identify additional members (if any) on a separate page
Owner (PRINT NAME)	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
Signature	Signature	Signature	Signature
Title	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title

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

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

EXHIBIT I

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 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.						
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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

SOLICITATION #	
SOLICITATION TITLE	

The undersigned hereby acknowledges the following Addendum to the above noted solicitation. The undersigned hereby further acknowledges that its proposal 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.

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