



# INVITATION FOR BIDS #2021-017

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## **Basketball Court Resurface St. Thomas and St. Croix Communities**

**Wednesday, October 20, 2021**



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Robert Graham, CPM  
Executive Director

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1. SOLICATION PURPOSE.....	3
2. SCHEDULE OF EVENTS.....	4
<b>PART 2 - INSTRUCTION TO RESPONDENTS.....</b>	<b>4</b>
1. COMMUNICATIONS.....	4
2. CODE OF STANDARDS .....	5
3. SPECIFICATIONS/PROJECT DRAWINGS/PLANS.....	6
4. SUBMISSION OF BIDS .....	8
5. BID FORM .....	8
6. NO OFFER .....	9
7. REJECTION OF BIDS .....	9
8. MODIFICATION OF SOLICITATION.....	9
9. MODIFICATION OF CONTRACT.....	9
10. NEW EQUIPMENT.....	9
11. TAXES .....	9
12. CONTRACTOR STATUS.....	9
13. COST OF BIDS .....	9
14. FUNDING LIMITATIONS .....	9
15. GOVERNMENT RESTRICTIONS.....	10
16. SECTION 3 .....	10
17. ERRORS - BID REJECTION.....	10
18. ACCEPTANCE PERIOD .....	10
19. BID SIGNATURE .....	10
20. BID WITHDRAWAL.....	10
<b>PART 3 - BID EVALUATION PROTOCOL .....</b>	<b>10</b>
1. DUE DILIGENCE.....	10
2. BID EVALUATION PERIOD.....	11
<b>PART 4 - REQUIREMENTS OF THE CONTRACTOR.....</b>	<b>11</b>
1. MANDATORY SUBMITTALS .....	11
2. LICENSES/PERMITS.....	11
3. INSURANCE REQUIREMENTS.....	11
4. BONDING REQUIRMENTS.....	12
5. LABOR COMPLIANCE REQUIREMENTS .....	13
6. COMPLIANCE WITH ACCESSIBILITY STANDARDS.....	13
<b>PART 5 - CONTRACT ADMINISTRATION INFORMATION .....</b>	<b>13</b>
1. CONTRACT ADMINISTRATOR .....	13
2. CONTRACT PERIOD.....	13
3. HOLIDAYS .....	13
4. TERMINATION FOR CONVENIENCE AND DEFAULT.....	14
<b>PART 6 - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>14</b>
1. ADVERTISING.....	14
2. NOTICES .....	14
3. COMPLIANCE WITH LAW.....	14
4. INDEMNIFICATION .....	15
5. STANDARDS OF CONDUCT .....	15

## **EXHIBITS**

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<b>EXHIBIT A -</b>	Bid Form
<b>EXHIBIT B -</b>	HUD Form 5370 – General Contract Conditions of the Contract for Construction
<b>EXHIBIT C -</b>	HUD Form 5369 – Instructions to Bidders for Contracts
<b>EXHIBIT D -</b>	VIHA Supplemental Instructions to Bidders
<b>EXHIBIT E -</b>	HUD Form 5369-A – Representations, Certifications and Other Statements of Bidders
<b>EXHIBIT F -</b>	No Offer Form
<b>EXHIBIT G -</b>	Form of the Contract
<b>EXHIBIT H -</b>	Required Representations and Certifications
<b>EXHIBIT I -</b>	Subcontractor Data Form
<b>EXHIBIT J -</b>	Section 3 Business Self-Certification Form
<b>EXHIBIT K -</b>	Principal Personnel Disclosure Statement Certification and Instructions
<b>EXHIBIT L -</b>	Respondent Disclosure Certification
<b>EXHIBIT M -</b>	Contractor Responsibility Survey
<b>EXHIBIT N -</b>	Record of Comparable Projects in Past Two (2) Years
<b>EXHIBIT O -</b>	Record of Comparable in Progress
<b>EXHIBIT P -</b>	W-9 Request for Taxpayer Identification Number and Certification
<b>EXHIBIT Q -</b>	Liability Questionnaire
<b>EXHIBIT R -</b>	HUD 51000 - Schedule of Amounts for Contract Payments
<b>EXHIBIT S -</b>	Performance/Payment Bond
<b>EXHIBIT T -</b>	Wage Decision
<b>EXHIBIT U -</b>	Contract Modification/Change Order
<b>EXHIBIT V -</b>	Contractor's Certification of Completion and Release
<b>EXHIBIT W -</b>	HUD-50071 - Certification of Payments to Influence Federal Transactions
<b>EXHIBIT X -</b>	Addenda Acknowledge Form

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## **PART 1 – GENERAL INFORMATION**

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

The Virgin Islands Housing Authority (VIHA) a public body corporate and political; is located within the United States Virgin Islands, an un-incorporated territory of the United States. VIHA is responsible for planning, financing, constructing, maintaining, and managing all public housing developments located on the three islands of St. Thomas, St. John and St. Croix, which include ten (10) Asset Management Projects (AMPs) with 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. Solicitation Purpose**

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA, has issued this Invitation for Bids (IFB) to define the minimum service requirements; solicit bids; detail bid requirements; contractor requirements; and, outline the process for evaluating bids and selecting a General Contractor (licensed) to secure a firm, fixed-price service agreement for Basketball Court Re-Surface on St. Thomas and St. Croix, Virgin Islands.

The Project consists of, but is not limited to the Contractor supplying labor, equipment, tools, transportation, and materials required to provide Basketball court re-surface at various sites. The work is to be conducted at Candido Guadalupe, Aureo Diaz, Williams Delight on St. Croix and Oswald Harris Court, Bovoni Apartments, Michael Kirwan Terrace, Bergs Homes and Pearson Garden on St. Thomas. Refer to the drawings and specifications for additional requirements.

All work shall be complete within sixty (60) calendar days of the Notice to Proceed.

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 bids 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.

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

**Please Note:** Respondents are responsible for reading this Invitation for Bids ("IFB") 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.

## 2. Schedule of Events

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

EVENT	DATE AND/OR TIME
IFB Release	Wednesday, October 20, 2021
Pre-Bid Conf.	Friday, October 22, 2021 at 10:00 A.M. Join on your computer or mobile app <a href="https://teams.microsoft.com/join/19%3ameeting_NzjiYTEzOTgtZWlZOS00ODASLThhN2ItMDcyNmI0Mjk4YWE0%40thread.v2/0?context=%7b%22id%22%3a%22a0a03b43-3b56-4fc5-89e2-dbdade3da71%22%2c%22oid%22%3a%223f647016-bbac-43c4-a10f-97b2fdd46dec%22%7d">https://teams.microsoft.com/join/19%3ameeting_NzjiYTEzOTgtZWlZOS00ODASLThhN2ItMDcyNmI0Mjk4YWE0%40thread.v2/0?context=%7b%22id%22%3a%22a0a03b43-3b56-4fc5-89e2-dbdade3da71%22%2c%22oid%22%3a%223f647016-bbac-43c4-a10f-97b2fdd46dec%22%7d</a>  Or call in (audio only) <a href="tel:+13126257355">+1 312-625-7355</a> , 382584565# United States, Chicago Phone Conference ID: 382 584 565# (Site Visit to be scheduled)
Deadline for Questions	Tuesday, October 26, 2021 by 12:00 P.M. LOCAL TIME
Bid Due Date and Time	Wednesday, November 3, 2021 by 2:00 P.M. LOCAL TIME

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

## PART 2 – INSTRUCTIONS TO RESPONDENTS

### 1. Communications

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 IFB until the final award is announced, Respondents are not allowed to communicate about this IFB for any reason with any VIHA staff and/or outside consultants assisting VIHA with this solicitation except:

- Through the IFB Point of Contact named below;
- As otherwise specified in this IFB; 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 bid of any Respondent violating this provision.

- A. Questions must be submitted in writing via email to [mmiller@vihousing.org](mailto:mmiller@vihousing.org). **VIHA will receive requests for additional information and/or clarification relative this solicitation between Wednesday, October 20, 2021, 12:00 P.M. LOCAL TIME and Tuesday, October 26, 2021 by 2:00 P.M. Local Time.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this IFB. **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.

IFB Point of Contact
Marilyn Miller Procurement Manager Virgin Islands Housing Authority Procurement Department 9900 Oswald Harris Court St. Thomas, VI 00802 Email: <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a>

## 2. Code of Standards

### External Organizational Conflicts

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

(i) A present or former member or officer of VIHA's Board of Commissioners or any member of the officer's immediate family. This prohibition does not include any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, VIHA, or a business entity.

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

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

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

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

### Internal Organizational Conflicts

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

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

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

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

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

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

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

### **3. Scope of Work/Maps**

#### **1. REQUIREMENTS INCLUDE**

The Project consists of, but is not limited to the Contractor supplying labor, equipment, tools, transportation, and materials required to provide Basketball court re-surface at various sites on St. Croix and St. Thomas.

#### **2. PROJECT LOCATION**

The work will be located at the following VIHA property:

##### **ST. CROIX:**

AMP 23 – Candido Guadalupe

AMP 23 – Aureo Diaz

AMP 25 – William Delights

##### **ST. THOMAS:**

AMP 11 - Oswald Harris Court

AMP 13 -- Bovoni Apartments

AMP 15 - Michael Kirwan Terrace

AMP 14 – Bergs Homes

AMP 14 - Pearson Garden

#### **3. SPECIAL WORK CONDITIONS**

The contractor shall verify all measurements and ascertain quantities and existing conditions prior to commencement of work.

The Contractor shall schedule, program, and perform all work in such a manner to assure the health, safety, and welfare of the tenants at all times and under all conditions. Prior to commencing any work under this contract, the Contractor shall submit to the Virgin Islands Housing Authority for its approval, the program schedule proposed to accomplish the work.

Areas of Work will be occupied by the Owner during the course of this project. The Contractor shall protect the occupants and other persons and property from injury or damage from actions of the Contractor in conjunction with this project work. Keep public right-of-way clear. Do not use these areas for parking or staging.

#### **4. GENERAL NOTES**

The Owner shall continue to occupy the site at all times during the construction period. Contractor shall not impede on the Owner's continued use of the site.

Keep existing driveways and entrances serving the premises clear and available at all times. Do not use the driveways for parking or storage of materials.

Do not encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated or approved by VIHA.

Lock automotive type vehicles and other mechanized or motorized construction equipment, when parked and unattended with the motor running or ignition key in place.

Provide a three (3) year warranty statement at completion of work.

#### **5. DEFINITIONS**

The following terms are used throughout the documents. The work shall be governed in accord with the following definitions and definitions.

**Provide:** Provide means Furnish and install.

**Shop Fabricated:** Shop Fabricated refers to items made by the contractor in his own shop.

**Confer with Housing Authority's representative and obtain full knowledge of all site rules and regulations affecting work.**

**Conform to site rules and regulations while engaged in project construction.**

**Site Rules and Regulations take precedence over others that may exist outside such jurisdiction.**

**Employee List:** The Housing Authority's representative may examine Contractor's list of employees, including those of his subcontractors and their agents.

**Vehicle Use:** Rigidly enforce the following

1. Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on the premises.
2. Do not, under any circumstances, leave any vehicle unattended with motor or engine running, or with ignition key in place.

**Parking:** Permitted only in areas designated by the Housing Authority representative.

1. All traffic control subject to Housing Authority's representative's approval.



**Storage:** Assume full responsibility for protection and safekeeping of products stored on premises.

1. Move all stored products or equipment which interfere with operations of the Housing Authority.
2. Obtain and pay for use of additional storage or work area needed for operations.
3. Limit use of site for work and storage:
4. All storage of materials shall be consolidated in one area only.
5. Access to site by Contractor's personnel shall be limited to construction areas only.
6. Construction materials and equipment shall not be stored in parking areas.
7. Contractors and the Housing Authority will provide reasonable access to the site and shall not prohibit nor interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies.
8. All site visitors shall comply with personal protection regulations, including hard hats.
9. Reasonable proof of identification and signature to the visitor's log shall be required of the visitors by the contractor.

#### **6. FIRE PROTECTION**

1. Fires: Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the construction site but shall be removed from the site not less than once per day to prevent the accumulation of combustibles on the site or within the building.
2. Welding and Cutting: It shall be the responsibility of the Contractor to take precautionary measures to prevent fire.
3. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL Listed and Labeled safety cans and shall be stored away from hazardous work areas.

#### **4. Submission of Bids**

Each bid must be sealed in an envelope and be clearly marked and labeled on the outside referencing the applicable bid number and bid submission date.

#### **BID DOCUMENTS**

**Name of Contractor**

**IFB #2021-017 – Basketball Court Resurface-St. Thomas and St. Croix Communities**

**THURSDAY, OCTOBER 28, 2021 BY 2:00 P.M. LOCAL TIME**

#### **5. Bid Form**

Each Respondent must submit **one (1) original and three (3) copies** of their bid response. **(DO NOT STAPLE BID RESPONSE)** All bids must be submitted on the Bid Form provided by VIHA (**Exhibit – Bid Form**). Failure to provide a bid for each item delineated on the Bid Form may result in the bid being determined "non-responsive" and subsequently disqualified from consideration.

Bids should insert the words "No Bid" in the space provided for any item for which no price is submitted. Bids shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this IFB.

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 bid shall subject the bid to rejection. If the Respondent wishes to include additional information, the Respondent may do so with Exhibits. Please type all prices.

**6. No Offer**

If you wish to remain on VIHA's vendor's list, but are not submitting a bid, you must return the "No Offer" form (*Exhibit – No Offer Form*) by the stated Bid Due date. Mark the form "No Offer" and explain the reason for not submitting. Failure to respond three (3) times in succession, without justification, shall be cause for removal of the vendor's name from the vendor's list.

**7. Rejection of Bids**

VIHA may reject any or all bids. Action to reject all bids 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.

**8. Modification of Solicitation**

VIHA reserves the right to increase, reduce, add or delete any item to this solicitation as deemed necessary where it is consistent with VIHA's policies to do so.

**9. Modification of Contract**

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 award portions of this IFB, to waive minor informalities and technicalities, and to make awards consistent with VIHA's policies, and the laws governing the U.S. Department of Housing and Urban Development (HUD) programs.

**10. New Equipment**

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

**11. Taxes**

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

**12. Contractor Status**

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

**13. Cost of Bids**

All costs incurred, directly or indirectly, in response to this solicitation shall be the sole responsibility of, and borne by, the Respondent.

**14. Funding Limitations**

VIHA shall not be bound to any contract if funding has been disallowed by HUD.

## **15. 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.

## **16. 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.

## **17. Errors – Bid Rejection**

Each correction made by the Respondent on the Bid Form **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid submission due date and time. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above shall be cause for rejection of part or the entire bid.

## **18. Acceptance Period**

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

## **19. Bid Signature**

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

## **20. Bid Withdrawal**

Bids may be withdrawn by written request dispatched by the Respondent in time for delivery during the normal course of business prior to the time fixed for submission. Negligence on the part of the Respondent in preparing the documents confers no right of withdrawal or modification of the Respondent's bid after such documents are opened.

# **PART 3 – BID EVALUATION PROTOCOL**

Award shall be made to the Respondent providing the lowest, most responsive and responsible bid and whose bid is determined to be the most advantageous for VIHA's needs and requirements.

## **1. 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*. 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.

## 2. Bid Evaluation Period

During the period when bid evaluation is being conducted, all bid 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 bid during this period. Violation of the confidentiality of bids pending award seriously compromises VIHA in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.

## PART 4 – REQUIREMENTS OF THE CONTRACTOR

### 1. Mandatory Submittals

Forms must be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory submittals are:

MANDATORY SUBMITTALS
Bid Form
5% Bid Bond (if applicable, see <b>HUD Form 5369 - Instructions to Bidders for Contracts</b> )
HUD Form 5369 - A: Representations, Certifications, Other Statements of Bidders
HUD Form 5370 - General Conditions of the Contract for Construction
Copy of Valid Business License
W-9-Request for Taxpayer Identification Number and Certification
Financial or Personnel Disclosure Statement Certification
Required Representations and Certifications
Subcontractor Data Form
Section 3 Business Self-Certification Form
Principal Personnel Disclosure Statement Certification and Instructions
Liability Questionnaire
Respondent Disclosure Certification
Two (2) Contractor Responsibility Surveys <i>(References submitted must address the Respondent's experience in the areas requested within this IFB.)</i>
Record of Comparable Projects Completed in Past Two (2) Years
Record of Comparable Projects in Progress
HUD-50071 - Certification of Payments to Influence Federal Transactions
No Offer Form (if applicable)
Addenda Acknowledge Form

**NOTE 1:** A bidder's failure to submit the completed **Bid Form** and 5% Bid Bond with its bid submission (if applicable) prior to the bid due date and time shall render the bid non-responsive and ineligible for award.

**NOTE 2:** The *pro forma* contract substantially represents the contract document that the Respondent selected by VIHA MUST agree to and execute (**Exhibit – Form of Contract**).

### 2. Licenses/Permits

The successful Respondent must have all applicable licenses and permits required by Federal and State/Territory Laws to perform under the subsequent contract.

### 3. 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 Commercial General Liability Insurance in the amount of \$500,000 with combined minimum limits of coverage of \$100,000 per occurrence, and motor vehicle liability insurance with minimum limits of \$500,000 per accident for bodily injury and property damage
- C. **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.
- D. **Proof of insurance shall be provided to VIHA prior to execution of this Contract.** VIHA specifically reserves the right to require the Contractor to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Marilyn Miller, Procurement Manager, Procurement Department, 9900 Oswald Harris Court, St. Thomas, Virgin Islands 00802, sent by certified mail, return receipt requested.

#### 4. Bonding Requirements

##### **Bid Bond**

A bid bond issued by a surety company licensed to do business by the Territory of the Virgin Islands will be required. The amount of the bid bond shall be 5% of the Respondent's bid and shall be submitted with their bid.

***A Respondent's failure to submit the completed Bid Form and 5% Bid Bond with its bid submission prior to the offer submission date and time shall render the offer non-responsive and ineligible for award.***

Bid bonds submitted by unsuccessful Respondent's will be returned upon award of contract.

##### **Performance and Payment Bonds**

###### **1. PERFORMANCE BOND**

The successful Respondent will be required to furnish a performance bond issued by a surety company licensed to do business in the US Virgin Islands in the amount of one hundred percent (100%) of the subsequent contract amount. The performance bond shall be furnished to the VIHA Point of Contact within ten (10) working days after the request. Such bond will insure performance over the entire term of the contract.

###### **2. SURETY (PAYMENT) BOND**

The successful Respondent will be required to furnish a surety bond in the amount of one hundred percent (100%) of the subsequent contract amount. Such bond shall be furnished to the VIHA Point of Contact within ten (10) working days after the request. The surety bond will insure that the Contractor will pay for all the labor and materials used by the Contractor, or any immediate or remote Subcontractor under the Contractor in such contract.

###### **3. 20% CASH ESCROW**

###### **4. A 25% IRREVOCABLE LETTER OF CREDIT**

All bonds **shall** be obtained from one or more of the surety companies listed in the most recently published U.S. Treasury Circular 570; **individual sureties are not permitted.**

## **5. Labor Compliance Requirements**

Federal Labor Standards will be enforced. The Contractor is responsible for paying not less than the applicable wage rates (**Exhibit – Wage Decision**) to all employees engaged in work under the contract and ensuring that any subcontractors pay not less than the applicable wage rates.

VIHA will ensure all applicable wage decisions and Department of Labor posters are posted on affected sites. Contractors are required to submit weekly payrolls. Employee site interviews will be conducted by VIHA as appropriate and reviewed for compliance monitoring. It will be the responsibility of the Contractor to resolve all discovered wage restitution issues within thirty (30) days of discovery.

## **6. Compliance with Accessibility Standards**

Contractor, and its subcontractors at all tiers, will ensure the strictest compliance with applicable Americans with Disabilities Act (“ADA”) and amendments, Fair Housing Act (“FHAct”), and Uniform Federal Accessibility Standards (“UFAS”) standards and regulations in all of its procurement and contracting documents initiated for the performance of design and/or construction works connected to any housing or non-housing projects.

# **PART 5 – CONTRACT ADMINISTRATION INFORMATION**

## **1. Contract Administration**

Monique Farrell, Project Manager, 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.

## **2. Contract Period**

The Contractor shall complete all work hereunder within the terms of the contract. Contract period shall be for **Sixty (60) calendar days** as stated within the time schedule established within the Notice to Proceed. In accordance with Section 33 of the HUD Form 5370 - General Conditions of the Contract for Construction, if the Contractor fails to complete the work within the time period specified in the contract, as specified in Section 32 of HUD Form 5370 - General Conditions of the Contract for Construction captioned Default, the Contractor shall pay as liquidated damages the sum of **\$671.83** per calendar day of delay.

## **3. 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.

#### **4. Termination for Convenience and Default**

VIHA reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of VIHA in accordance with Clause 34 of the HUD Form 5370 - General Conditions of the Contract for 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.

### **PART 6 – SPECIAL CONTRACT REQUIREMENTS**

#### **1. Advertising**

In submitting a bid, bidder agrees not to use the results from it as a part of any commercial advertising.

#### **2. Notices**

- A. All notices, demands, requests, and claims pertaining to the award of this contract must be addressed in writing to:

Robert Graham, CPM  
Executive Director  
Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802

- B. Any protest against this procurement action must be received prior to the due date for receipt of bids, 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 bid 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 bid 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.

#### **3. Compliance with Law**

The Contractor, and its subcontractors at all tiers, shall ensure the strictest compliance 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), applicable Americans with Disabilities Act ("ADA") and amendments, Fair Housing Act ("FHAct"), and Uniform Federal Accessibility Standards ("UFAS") standards and regulations, 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.

**4. Indemnification**

VIHA cannot and by the agreement relating to this IFB, 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.

**5. 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.



# ATTACHMENTS

VIHA - Basketball Court location St. Croix



**STX - Aureo Diaz - Basketball court  
location**





STX - William Delights Basketball Court location



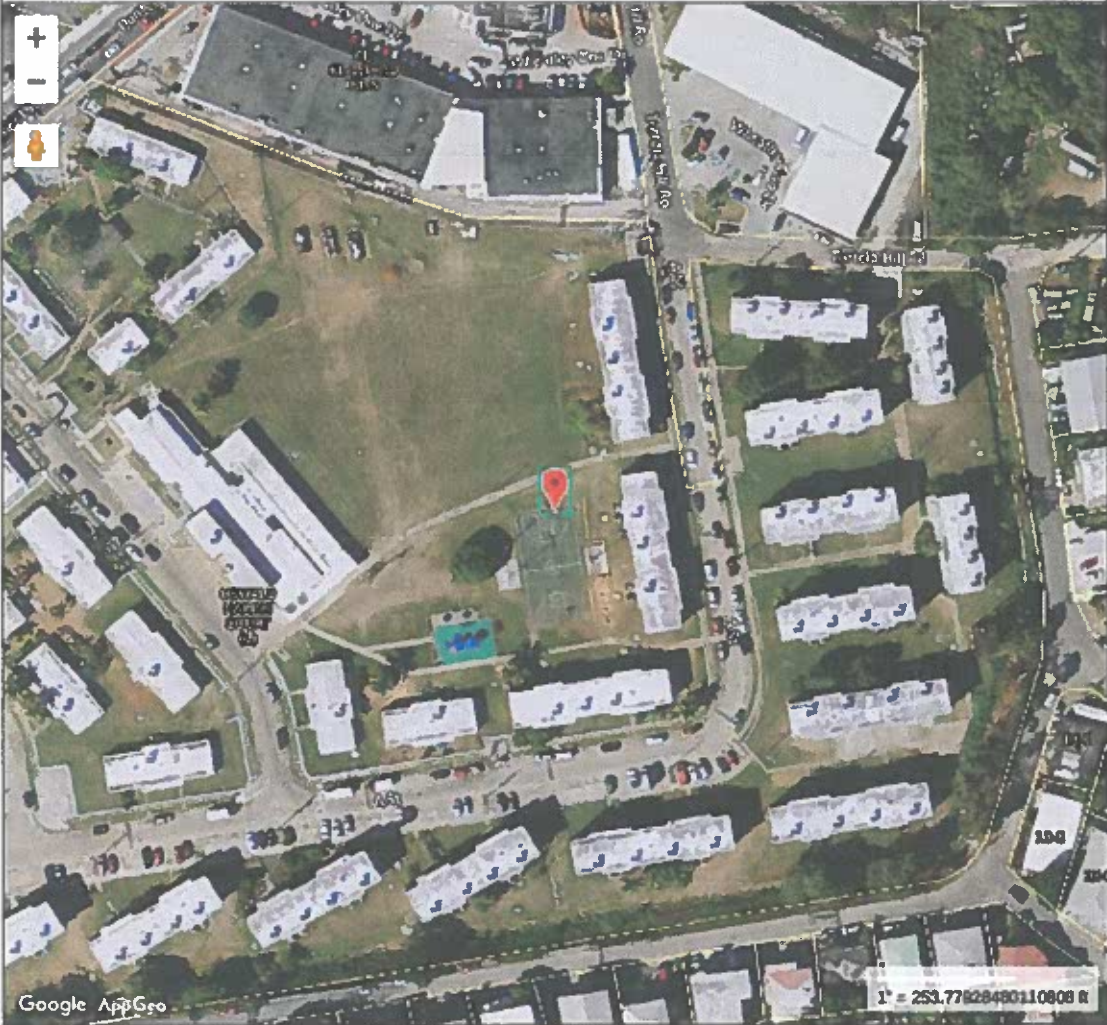
## St - Thomas

US Virgin Islands

October 1, 2021







**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

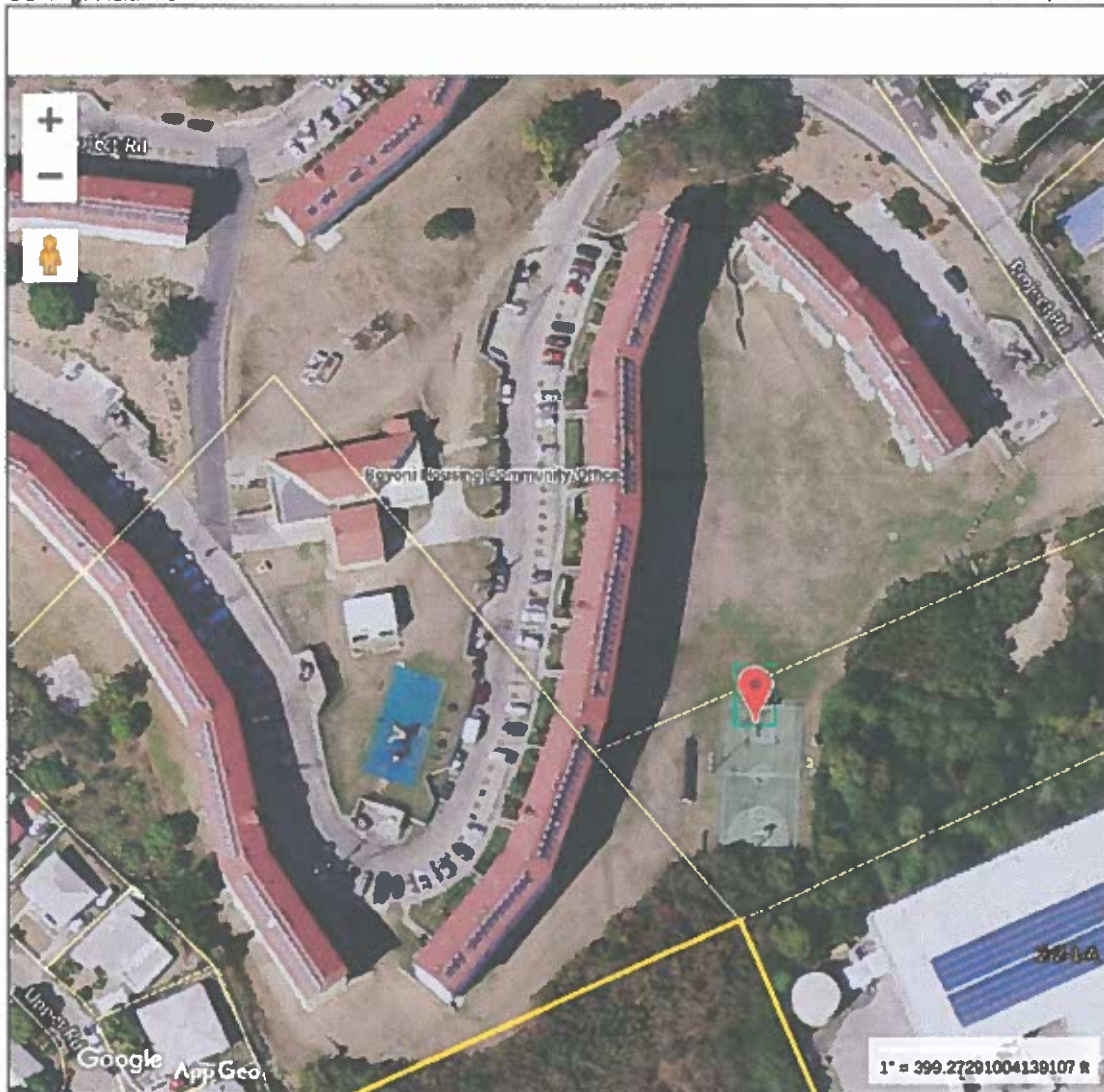
US Virgin Islands makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/2021  
Data updated 09/2021

Print map scale is approximate.  
Critical layout or measurement  
activities should not be done using  
this resource.







### Property information

Property ID 107004040700  
Location 2-2 BOVONI FRENCHMAN BAY QTR  
Owner DVERGSTEN COMPANY INC



MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

US Virgin Islands makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/2021  
Data updated 03/2021

**Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.**



# EXHIBITS

THE VIRGIN ISLANDS HOUSING AUTHORITY  
**IFB #2021-017 - BASKETBALL COURT RESURFACE**  
**ON ST. THOMAS AND ST. CROIX**  
**EXHIBIT A - BID FORM**

All offers must be submitted on the Bid Form provided by the Virgin Islands Housing Authority (VIHA). Failure to provide an offer for each item delineated on this Bid Form may result in the offer being determined "non-responsive" and subsequently disqualified from consideration. Offers should insert the words "No Bid" 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 Invitation for Bids. 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 bid 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.

LOCATION	DESCRIPTION OF SERVICE	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Aureo Diaz-STX	Clean, Resurface and Striping Concrete Base for Basketball Court 100'x54'	SF	5,400		
Williams Delight-STX	Clean, Resurface and Striping Concrete Base for Basketball Court 92'x54'	SF	4,968		
Candido Guadalupe-STX	Clean, Resurface and Striping Concrete Base for Basketball Court 85'x45'	SF	3,825		
Oswald Harris Court-STT	Clean, Resurface and Striping Concrete Base for Basketball Court 66'x92'	SF	5,950		
Bovoni Apts.-STT	Clean, Resurface and Striping Concrete Base for Basketball Court 66'x92'	SF	5,950		
Pearson Garden-STT	Clean, Resurface and Striping Concrete Base for Basketball Court 66'x92', 40'x75'	SF	8,950		
Bergs Home-STT	Clean, Resurface and Striping Concrete Base for Basketball Court 66'x92'		5,950		
Kirwan Terrace-STT	Clean, Resurface and Striping Concrete Base for Basketball Court 66'x92'	SF	9,250		
Other: _____	Allowance of crack repair on concrete slab	LF	1		
<b>SUBTOTAL</b>					
Performance & Payment Bond (5% of labor, mat. & equip)					\$
Overhead (____%) bond, labor, mat. & equip)					\$
Profit (____%) of overhead, bond, labor mat. & equip)					\$
<b>GRAND TOTAL (of Labor, Materials, Equipment, Overhead &amp; Profit)</b>					\$
<b>BUSINESS NAME</b>					
<b>POINT OF CONTACT</b>					
<b>BUSINESS ADDRESS</b>					
<b>TELEPHONE NUMBER</b>					
<b>E-MAIL ADDRESS</b>					

Point of Contact Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# General Conditions for Construction Contracts - Public Housing Programs

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

**Applicability.** This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 and the bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Robert Graham, CPM  
Executive Director/Contracting Officer  
The Virgin Islands Housing Authority  
4402 Estate Anna's Retreat #200  
St. Thomas, Virgin Islands 00802-1737

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These conditions are a supplement to the HUD 5369 Instructions to Bidders and provides information to help clarify articles of that document. Any articles or paragraphs not specifically mentioned shall remain as printed in HUD 5369 without change.

1. Add to Paragraph 1, subparagraph i: **REFER TO IFB PAGE  
11-MANDATORY SUBMITTALS**
2. Add to paragraph 3 subparagraph b)1.:
  - b) 1. Bidders shall indicate receipt of addendum on Bid Form. No other acknowledgment is required.
3. Add to paragraph 5, subparagraph h:
  - h. No bid shall be withdrawn for a time period of ninety (90) calendar days from the bid openings.
4. Add to paragraph 9, subparagraph a and b:
  - a. All bid bonds shall be issued by Surety Companies licensed to issue bonds and listed in Federal Register Circular #570. The current power of attorney for the person who signs for any surety company shall be attached to such bid bond.
  - b. The VIHA will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds, if required, have been submitted, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5. Add paragraph 13. Minority Business Enterprise:

It is the goal of VIHA to obtain 20 percent minority business participation on this project. A line has been provided on the Form of Bid to show the percentage of your bid amount which will be awarded to minority businesses. Insert the percentage MBE participation included in your bid amount.

6. Add paragraph 14. Lead Based Paint:

Any contractor awarded a contract for modernization shall comply with 24 CFR (Code of Federal Regulations) Part 35 prohibiting the use of lead based paint.

7. Add paragraph 15. Sales Tax Exemption:

The contractor shall take whatever steps required by law to relieve the owner from payment of excise tax and sales tax on materials, specialties and equipment. The owner is tax exempt, and upon request will provide a statement to that effect.

8. Add paragraph 16. Liquidated Damages

This project has liquidated damages which will be charged against contractors who do not complete work on time. All of paragraph 33 of the HUD General Conditions, and Supplemental General Conditions may apply. The liquidated damage amount for this contract are as described in the general conditions.

9. Add paragraph 17. Site Investigation

Before presenting a bid, the contractor is advised to have visited the sites and be thoroughly familiar with the scope of work and the conditions under which it will be executed. Failure to do so will not release contractor of his obligation to furnish all material and labor necessary to carry out all provisions of the contract.

10. Add paragraph 18. Definitions

Addenda are written or graphic instruments issued by the VIHA or Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be modified in Alternate Bids.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A Unit Price is an amount stated in the Bid as a price per unit of measure for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

A Bidder is a person or entity who submits a Bid.

A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

11. Add paragraph 19. Form and Style of Bids

- a). Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- b). All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- c). Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- d). Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- e). All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- f). Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" is, is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(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.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### **4. Organizational Conflicts of Interest Certification**

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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.

#### **5. Bidder's Certification of Eligibility**

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### **6. Minimum Bid Acceptance Period**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### **7. Small, Minority, Women-Owned Business Concern Representation**

The bidder represents and certifies as part of its bid/ offer that it —

(a) 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.

(b) 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.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

#### **8. Indian-Owned Economic Enterprise and Indian Organization Representation** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

☐ is, ☐ is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**VIRGIN ISLANDS HOUSING AUTHORITY**  
**NO OFFER FORM**

NO OFFER FORM			
NO OFFER SUBMITTED FOR THE FOLLOWING REASONS (CHECK APPLICABLE REASONS BELOW)			
<input type="checkbox"/>	CANNOT COMPLY WITH THE SPECIFICATIONS.	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENTS.
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S).	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPES OF ITEM(S) INVOLVED.
<input type="checkbox"/>	OTHER (SPECIFY):		
UPCOMING / FUTURE OPPORTUNITIES			
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.
NAME AND ADDRESS OF FIRM:		SIGNATURE:	
		TYPE OR PRINT NAME AND TITLE OF SIGNER:	
(Fold and Mail to the Address Below)			
FROM:			
AFFIX STAMP HERE			
TO: VIRGIN ISLANDS HOUSING AUTHORITY Procurement Department #4402 Anna's Retreat #200 St. Thomas, VI 00802-1737			
SOLICITATION TITLE: _____			
DATE AND TIME DUE: _____			



# CONSTRUCTION CONTRACT

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX on St. Croix, Virgin Islands

THIS CONTRACT FOR CONSTRUCTION is made and entered into by and between **XXXXXXX**, of **XXXXXXX, VI XXXX** herein called the "Contractor" and **Virgin Islands Housing Authority (VIHA)**, of 9900 Oswald Harris Court, St. Thomas, VI 00802 hereinafter called the "Contracting Officer". WITNESSETH: that the Contractor and the Contracting Officer for the consideration stated herein mutually agree as follows:

Whereas, Contracting Officer desires to secure a qualified firm to perform the scope of work known as the **XXXXXXXXXXXXXXXXXXXXXXXXXXXX on St. XXXX, Virgin Islands** more particularly described in the **Attachment A** – Invitation for Bids (IFB) #**XXXX-XX** which is attached hereto and made a part hereof, and; Whereas, Contracting Officer solicited bids for this scope of work via the IFB #**XXXX-XXX** issued by Contracting Officer on which is made a part hereof, and; Whereas, Contracting Officer has reviewed and evaluated the responses received in response to the IFB and has accepted Contractor's bid since it was the lowest responsive and responsible bid and was determined to be the most advantageous for VIHA's needs and requirements, and; Whereas, the parties hereto desire to enter into an agreement which sets forth the nature of the Services to be provided and terms and conditions associated therewith (the "Agreement"). Now, therefore, in consideration of the promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## Section One: TERMS AND CONDITIONS

Contracting Officer and Contractor herein agree that the terms, provisions and conditions of the Agreement and the covenants, representations and warranties of the parties shall be governed by the General Conditions of the Contract for Construction - HUD Form 5370 (11/30/2023) attached hereto as **Attachment C** and incorporated herein by reference as if fully set forth herein (hereinafter "HUD General Conditions") and **Attachment A** (Specifications and Scope of Work). If there are any conflicts between these two documents than the higher standard of the two documents shall be the chosen standard. If there are any conflicts where there is no clear higher standard than the HUD Form 5370 (11/30/2023) shall be considered the higher standard.

## Section Two: SPECIFICATIONS and SCOPE OF WORK

The Contractor shall perform the Specifications and Scope of Work as described in the IFB and shall provide all labor, materials, supplies and equipment required to deliver this Scope as enumerated in this section of this Agreement in accordance with the HUD General Conditions.

The work to be performed under this Agreement is more particularly described in, and shall be: performed in strict accordance with the IFB, drawings, plans and specifications, and addenda, if applicable, (collectively referred to as "**Specifications**"). All such specifications are incorporated herein by reference and hereby made a part hereof as if fully set forth herein.

Contracting Officer reserves the right to exercise any or all of the deductive alternates to be used as part of the project. If a deductive alternate is used, its corresponding cost shall decrease the

Agreement price. These items are described in the IFB with the corresponding deductive cost (if applicable).

### **Section Three: CONTRACT PRICE**

Contracting Officer shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as set forth by mutually executed and approved Change Orders, the sum of [REDACTED] Dollars and 00/100 (\$[REDACTED]). Any and all such payments shall be subject to the terms and conditions set forth in this Agreement. Payments will be made in accordance with the HUD Form 51000 - Schedule of Amounts for Contract Payments that is provided by the Contractor and approved by the Contracting Officer.

### **Section Four: INVOICES**

Contracting Officer has assigned the contract identification number of #[REDACTED] to this Agreement ("Contract Number"). Contractor must use this number when referring to this Agreement. All payments to be made hereunder shall be made upon receipt by Contracting Officer of invoices submitted in accordance with the provisions of Paragraph 27 of the HUD General Conditions. Additionally, Contractor has been provided with submittal requirements for payment applications and agrees to submit invoices containing all required submittals. Contracting Officer warrants using its best efforts in conjunction with Contractor in order to ensure pay applications are submitted in the proper form and content.

Contractor shall submit an original and three (3) copies of all invoices, typed or written in black ink. Each invoice must reference the Contract Number. Invoices shall be submitted to:

**VIRGIN ISLANDS HOUSING AUTHORITY  
MODERNIZATION DEPARTMENT  
ATTN: DIRECTOR OF MODERNIZATION AND DEVELOPMENT  
9900 OSWALD HARRIS COURT  
ST. THOMAS, VI 00802**

Contracting Officer retains the right to reject payment application submittals if Contracting Officer is not in agreement with the pay request for the value of work complete or if the work does not conform to the requested deliverable. Payment shall be made to the Contractor within thirty (30) days of receipt of an approved invoice as long as Contractor is in compliance with the terms of this Agreement.

Contractor shall submit for each week in which any construction-related work is performed a copy of certified payrolls for all subcontractors and Contractor employees (that work on this job) to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information to be maintained under subparagraph (c)(1) of Paragraph 46 of the HUD General Conditions. Failure to submit certified payrolls with the request for payment will result in the invoice being returned to the Contractor. Payments will not be processed without the submission of certified payrolls. All workers may be subject to payroll certification interviews to determine accuracy of payrolls submitted to the Contracting Officer.

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Section 3 related information shall be submitted in conjunction with the invoice for services. Failure to submit (MBE/WBE) and Section 3 related information with the request for payment will result in the invoice being returned to the Contractor. Payment will not be processed without the submission of MBE/WBE and Section 3 reports.

**Section Five: CONTRACT PERFORMANCE PERIOD**

The Contractor shall commence all work under this Agreement on the date stipulated in the Notice to Proceed letter ("Notice to Proceed"). Contractor shall complete all work required under this Agreement within **XXXXXXXX (XXX) Calendar Days** of the Start Date established in the Notice to Proceed. Failure to complete work in the agreed time may result in liquidated damages.

**Section Six: CONTRACT MODIFICATIONS**

This Agreement may only be changed, modified or amended in accordance with Paragraphs 28 and 29 of the HUD General Conditions. Any modification of this Agreement shall be made pursuant to a written Change Order Authorization, which sets forth the reason for the change and is mutually approved and executed. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written consent of VIHA.

Prior to contract close-out, all code-compliant work will be certified by either an in-house or VIHA-contracted architect or engineer accessibility expert. Contractor shall be responsible for all costs associated with change orders, contract modifications, extended overhead and other costs directly or indirectly associated with after-the-fact corrections of housing and/or non-housing elements built by the Contractor, or any of its subcontractors at any tier, in non-compliance with the applicable accessibility standards (UFAS, FHAct and/or the ADA). Change orders and/or contract modifications in these circumstances are disallowed, and under no circumstance shall be paid for by VIHA. Contractor shall be liable for failure to comply and VIHA may withhold all or a portion of a progress payment or final payment to the Contractor for failure to cure non-compliant work.

**Section Seven: NOTICE PROVISIONS**

Any notice to be given under this Agreement must be in writing and either delivered (i) by hand, (ii) by overnight delivery service, (iii) by the United States Postal Service registered or certified mail with return receipt requested, or (iv) by facsimile transmission to the following addresses:

**Contracting Officer:**

Robert Graham, CPM  
Executive Director/Contracting Officer  
Virgin Islands Housing Authority  
9900 Oswald Harris Court,  
St. Thomas, Virgin Islands 00802  
Phone – 340-777-8442

**Contractor:**

XXXXXXX  
President  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXX XXXXX  
Phone – XXX-XXX-XXXX  
Email: [xxxxxxxxxx@gmail.com](mailto:xxxxxxxxxx@gmail.com)



Notice is considered given when received, or three (3) business days from delivery, whichever is earlier. Rejection or refusal to accept or inability to deliver due to a changed address of which no notice is given shall be deemed to be receipt of the notice. Either party may change its mailing address hereunder by giving at least ten (10) days prior written notice thereof.

**Section Eight:           DISPUTES**

All claims as such term is defined in Paragraph 31 of the HUD General Conditions arising under this Agreement shall be governed in accordance with same.

**Section Nine:           DELAYS**

Contractor shall comply with Section 32(b)(2) of the HUD General Conditions with regard to delays in completion of work. Contractor herein acknowledges and agrees that time is of the essence for the completion of the work in accordance with the time period specified in this Agreement.

**Section Ten:           LIQUIDATED DAMAGES**

In accordance with Paragraph 33 of the HUD General Conditions, if the Contractor fails to complete the work within the time period specified in this Agreement, or any mutually executed and approved extension, the Contractor shall pay to the Construction Manager as liquidated damages the sum of: XXXXXXXXXXXXXX Dollars and 00/100 (\$XXX.XX) for each day of delay, or failure to complete as required in the Agreement.

**Section Eleven:       TERMINATION**

Contracting Officer may terminate this Contract for Construction in accordance with Paragraphs 32 and 34 of the HUD General Conditions. Any notice of termination shall be delivered to Contractor in accordance with the notice provisions set forth in Section 7 of this Contract for Construction.

**Section Twelve:      INSURANCE**

Contractor shall maintain and keep in full force and effect during the term of this Contract for Construction insurance in minimum amounts specified in Paragraph 36 of the HUD General Conditions. Contractor hereby indemnifies Contracting Officer and holds it harmless, from any claims, which might arise as a result of the failure of its subcontractor(s) to obtain and keep in full force and effect adequate Worker's Compensation Insurance. Contracting Officer shall be specified as an additional insured with regard to Commercial General Liability Insurance. Certificates of Insurance evidencing coverage will be provided to Contracting Officer prior to starting work. Contractor agrees and hereby authorizes its insurer to notify Contracting Officer of any substantial change in such insurance coverage described herein.

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

### **Section Thirteen: WARRANTY OF CONSTRUCTION**

In accordance with Paragraph 23(a) and (c) of the HUD General Conditions, all of Contractor's warranties, as set forth therein shall continue for a period of: One Year for the Contractor's Warranty following written approval by Contracting Officer.

### **Section Fourteen: REPRESENTATIONS, WARRANTIES AND COVENANTS**

Contractor represents, warrants and covenants that, effective with the date of execution of this Contract for Construction and continuing at all times during the term therein, the following representations, warranties and covenants shall be true and correct, and that Contractor shall comply with the following:

- A. Contractor shall perform the Specifications and Scope of Work under this Contract for Construction in accordance with the highest professional standards for such work, and shall strictly comply with the descriptions and representations regarding the work set forth.
- B. Contractor is a duly organized and validly existing entity qualified to do business in the Territory of the Virgin Islands, and the person signing this Contract for Construction has full right and authority to enter into this Contract for Construction on behalf of Contractor.
- C. Contractor shall pursue rights and remedies against the manufacturer and seller of the equipment and improvements under the warranties during the Contractor's Warranty Period in the event that such equipment and/or improvements malfunction or function improperly or defectively.
- D. To the best of Contractor's knowledge and belief, neither it, nor any person or firm which has an interest in the Contractor is ineligible to be awarded contracts by any agency of the United States Government, the United States Department of Housing and Urban Development ("HUD"), or the State/Territory or locality in which this Contract for Construction is to be performed or to participate in HUD programs.
- E. Contractor has and will maintain and keep in full force and effect during the term of this Contract for Construction all required licenses, certifications and permits necessary to perform the Scope of Work hereunder and will perform the Scope of Work hereunder in compliance with all applicable Federal, State/Territory and local laws, regulations and ordinances as well as all pertinent codes of ethics and professional standards.
- F. Contractor shall comply with, but not limited to, compliance with all advertising and IFB requirements related to the purchase and installation of all equipment and improvements, and Davis-Bacon and related acts, particularly with respect to the submission of certified payroll data and reporting of Section 3 information of the Housing and Urban Development Act of 1968.
- G. 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 the Scope of Work under this Contract for Construction and Contractor's other organizational, financial, contractual, or other interests are such that either award of the

Contract for Construction would result in an unfair competitive advantage, or Contractor's objectivity in performing the Scope of Work would be impaired. Contractor agrees to notify Contracting Officer in writing if such a conflict of interest is discovered after award of this Contract for Construction. Contracting Officer may terminate this Contract for Construction in such event if it so chooses.

- H. Contractor shall notify Contracting Officer whenever defects in the parts or performance of the equipment and improvements occur which give rise to warranty rights and remedies and those rights are exercised by Contractor. All warranties shall specify that only new and not reconditioned parts may be used and installed when repair is necessitated by malfunction. Contractor shall require subcontractors to transfer all warranties to the owner of the equipment. The cost of any damage to the equipment and improvements and its performance due to the Contractor's failure to exercise any warranty rights during the Contractor's Warranty Period shall be borne solely by Contractor.

#### **Section Fifteen: INDEMNIFICATION**

Contractor agrees to indemnify Contracting Officer and hold them harmless from and against any and all claims, damages, losses or expenses, including reasonable attorney's fees arising out of or in performance of the Scope of Work by Contractor, a subcontractor, or anyone directly employed by Contractor or Contractor's subcontractor or anyone for whose acts Contractor may be liable. Contracting Officer agrees to indemnify Contractor and hold them harmless from and against any and all claims, damages, losses or expenses arising out of acts over which Contractor has no control. Contractor is responsible for its actions as well as that of its subcontractors. This indemnification obligation is specifically not limited by amounts of damages or compensation, except that consequential damages are not included.

#### **Section Sixteen: CONTRACTOR'S DUTIES AND OBLIGATIONS**

Contractor shall be responsible for, and shall obtain all building permits, licenses, and other approvals required by local, Federal or State/Territory law, ordinance or regulation with respect to the installation and operation of the equipment and improvements. Contractor shall not perform any part of the Scope of Work until it has obtained all necessary permits, licenses and approvals. Contractor shall oversee, monitor, coordinate and control all elements associated with the Scope of work. In addition, Contractor shall ensure that the equipment and improvements are protected in writing to guarantee the improvements for a minimum period of One Year following the date of installation and acceptance by Contracting Officer. Contractor shall coordinate with manufacturer to confirm the start dates of the warranties for each piece of equipment.

Contractor shall be responsible for all material delivered and work performed until the completion and acceptance of that Scope of Work which may have been accepted by Contracting Officer. Contractor shall take all proper and reasonable steps to protect any such material from harm, theft, and misuse. Contracting Officer shall provide access for Contractor to perform any function related to this Contract for Construction during regular business hours, or such other reasonable hours as may be requested by Contractor and accepted by Contracting Officer.

#### **Section Seventeen: PERFORMANCE BY CONTRACTOR**

Contractor shall perform the Scope of Work under this Contract for Construction in such a manner so as not to harm the Property (ies) or the structural integrity or the operating systems of the Property(ies). Contractor shall repair and restore to its original condition any damage of any kind caused by Contractor's actions in performing the Scope of Work under this Contract for Construction. Contracting Officer reserves the right to review and approve the Scope of Work performed by Contractor and to



direct Contractor to take certain corrective action if, in the opinion of Contracting Officer, the structural integrity of the Property(ies) or its (their) operating systems is or will be harmed. Contractor's responsibility shall include any damage to the equipment and improvements ~ installed or constructed as part of the Scope of Work prior to acceptance by Contracting Officer and any personal injury where such damage or injury occurs as a result of Contractor's performance or failure to perform under this Contract for Construction.

Contractor shall provide full-time construction management personnel, sufficient to ensure that the Scope of Work is completed in accordance with the IFB, within the Contract Performance period stated herein, and for the Contract Price stated within this Contract for Construction, unless such particulars are revised or amended with Contracting Officer's prior written approval.

## **Section Eighteen: GOVERNING LAW**

This Contract shall be governed and construed in accordance with the laws of the Territory of the Virgin Islands. At all times in the performance of its duties under this Contract, the Contractor has, will maintain and keep in full force and effect during the term of this Agreement all required licenses. Contractor, and its subcontractors at all tiers, shall comply with all applicable local, Federal or State/Territory laws, ordinances, regulations and codes, including, but not limited to, Americans with Disabilities Act ("ADA") and amendments, Fair Housing Act ("FHAct"), and Uniform Federal Accessibility Standards ("UFAS") standards and regulations and Davis-Bacon and related acts as well as all pertinent codes of ethics and professional standards.

VIHA is legally obligated, as applicable, to require these provisions in its contract:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1906, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B) All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or



attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials**—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(K) Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

**(L) Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Section Nineteen: ASSIGNMENT AND SUBCONTRACTING**

Contractor shall not assign or transfer any interest in this Contract for Construction except as may be set forth in the Contractor's Response to the IFB or unless otherwise specifically disclosed to and approved by Construction Manager. Should Contractor enter into a subcontract in accordance herewith, Contractor shall comply with, and such subcontract shall be in accordance with, the provisions of paragraph 37 of the HUD General Conditions.

**Section Twenty: SUCCESSORS AND ASSIGNS**

This Contract for Construction shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**Section Twenty-one: SEVERABILITY**

If any term or provision of this Contract for Construction is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Contract for Construction.

**Section Twenty-two:           EVENTS OF DEFAULT**

In addition to the reasons set forth in Paragraph 32 of the HUD General Conditions, the following events or conditions shall constitute an event of default such that Construction Manager may terminate Contractor's right to proceed with the Scope of Work:

- A. Any failure by Contractor to perform or comply with the terms and conditions of this Contract for Construction, including the breach of any covenant contained herein.
- B. Any lien or encumbrance is filed against the Property or equipment or improvements to be installed as a part of the Scope of work performed by Contractor or any subcontractor, laborer, or material man of Contractor which lien or encumbrance is not released within thirty (30) days.
- C. The filing of a bankruptcy petition by or against Contractor, either voluntary or involuntary, or the appointment of a receiver over any of the assets or property of Contractor, which petition or appointment shall not have been dismissed within ninety (90) days of filing of the petition or appointment, or if Contractor makes an involuntary assignment of all or substantially all of its assets for the benefit of Contractor's creditors or the total liquidation of Contractor.
- D. Any representation or warranty made or furnished by Contractor in this Contract for Construction, which is false in any material respect when made.

**Section Twenty-three:       SPECIAL REQUIREMENTS**

Contractor shall obtain a performance bond and a separate payment bond ("Bonds") with a surety company holding a certificate of authority with the United States Treasury and listed in the Treasury 570, and satisfactory to Construction Manager. Bonds shall be payable to, in favor of, and for the protection of Construction Manager, and in the amounts specified in the IFB. Contractor shall provide Construction Manager with evidence of the Bonds within ten (10) days of the date of this Contract for Construction as a condition to the issuance of the Notice to Proceed.

The Parties further acknowledge that the following attachments are incorporated herein and made a part of this Agreement:

- 1. **Attachment A**  
Invitation for Bids XXXX-XXX, Addenda and all Attachments thereto
- 2. **Attachment B**  
Contractor's Bid
- 3. **Attachment C**  
HUD Form 5370, General Conditions of the Contract for Construction
- 4. **Attachment D**  
HUD Form 51000, Schedule of Amounts for Contract Payments

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives. The date of commencement of the Contract Performance Period shall be the date set forth in the Notice to Proceed letter, not any other date.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**Contractor**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Printed Name**

**Title/Position**

**Address**



Virgin Islands Housing Authority  
**Board Chair**

Virgin Islands Housing Authority  
**Contracting Officer**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Noreen Michael  
**Printed Name**

Robert Graham, CPM  
**Print Name**

Board Chair  
**Title/Position**

Executive Director/Contracting Officer  
**Title/Position**

9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802  
**Address**

9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802  
**Address**

# VIRGIN ISLANDS HOUSING AUTHORITY

## REQUIRED REPRESENTATIONS AND CERTIFICATIONS

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

### I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

### III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that-

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

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

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

## VIRGIN ISLANDS HOUSING AUTHORITY REQUIRED REPRESENTATIONS AND CERTIFICATIONS

- (B) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that 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		SMALL

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

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

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

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

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

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

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

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

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

**Reproduce form as necessary.**

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

The Respondent represents and certifies that it...

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

**Category 1 Business**

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

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

**Category 2 Business**

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

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

**Category 3 Business**

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

**Category 4 Business**

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

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

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

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

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

\_\_\_\_\_  
Notary

My commission expires

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date



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

---

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

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE**

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

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

**DISCLOSURE STATEMENT INSTRUCTIONS**

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

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

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

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

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

**Signature of Respondent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

List the appropriate individuals related to your company.

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

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

**Signature of Respondent:**

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

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

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

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

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

# VIRGIN ISLANDS HOUSING AUTHORITY

## RESPONDENT DISCLOSURE CERTIFICATION

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

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

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

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

### VIHA EMPLOYEE DISCLOSURES

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

### VIHA BOARD OF COMMISSIONERS DISCLOSURES

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

### PUBLIC OFFICIALS DISCLOSURE

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to and subscribed

Name \_\_\_\_\_

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

Title \_\_\_\_\_

NOTARY PUBLIC

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

### FINANCIAL OR PERSONAL INTEREST DISCLOSURE

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

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

- \* Describe the nature of the interest (personal/financial)
- \* Names of individuals involved/associated with VIHA and Vendor
- \* Title of individual(s) named above
- \* Relationships (blood/marriage), (mother, father etc.)
- \* Value of financial interest
- \* 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 CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

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

### REFERENCE CONTACT INFORMATION...

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

### TECHNICAL PERFORMANCE

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

### MANAGEMENT PERFORMANCE

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

### CONTRACT ADMINISTRATION

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

**SURVEY COMPLETED BY (PRINT):**

**SIGNATURE:**

# VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

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

### REFERENCE CONTACT INFORMATION...

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

### TECHNICAL PERFORMANCE

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

### MANAGEMENT PERFORMANCE

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

### CONTRACT ADMINISTRATION

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

SURVEY COMPLETED BY (PRINT):

SIGNATURE:



# VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

## SOLICITATION NUMBER AND TITLE:

### REFERENCE BEING PROVIDED FOR...

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

### REFERENCE CONTACT INFORMATION...

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

### TECHNICAL PERFORMANCE

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

### MANAGEMENT PERFORMANCE

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

### CONTRACT ADMINISTRATION

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

SURVEY COMPLETED BY (PRINT):

SIGNATURE:

VIRGIN ISLANDS HOUSING AUTHORITY  
**RECORD OF COMPARABLE PROJECTS COMPLETED IN PAST TWO (2) YEARS**

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

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

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

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

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



# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

VIRGIN ISLANDS HOUSING AUTHORITY  
**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.



## Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157  
(Exp. 1/31/2017)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

<b>Total Amount of Contract or Carried Forward</b>	<b>\$</b>
--	-----------

To the best of my knowledge, 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)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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## Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
    - a. **Heading.** Enter all identifying information required for both forms.
    - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
      - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
      - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
    - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
  - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
  - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
  - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
  - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
  - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

### Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		<b>Site Improvements</b>
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		<b>Equipment</b>
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		<b>Punch List \2</b>
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045  
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE  
☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NUMBER

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		RATE PER THOUSAND (\$)	TOTAL (\$)

**INSTRUCTIONS**

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045  
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE			
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
STATE OF INCORPORATION				
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
	(Seal)	(Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



"General Decision Number: VI20200001 01/03/2020

Superseded General Decision Number: VI20190001

State: Virgin Islands

Construction Types: Building and Residential

Counties: Virgin Islands Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

\* SUVI1990-001 02/09/1990

	Rates	Fringes
CARPENTER.....	\$ 7.25	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	
ELECTRICIAN.....	\$ 7.63	a+b+c
IRONWORKER.....	\$ 7.25	

**Laborers:**

Laborer.....\$ 7.25  
 Mason Tenders.....\$ 7.25

PAINTER.....\$ 7.25

PLUMBER.....\$ 7.25

**Power equipment operators:**

Asphalt Machine Operators...\$ 7.62 d+e  
 Backhoe.....\$ 7.45  
 Bulldozer.....\$ 7.54  
 Cherry Pickers.....\$ 7.25  
 Crane.....\$ 7.60  
 Fork Lift Operators.....\$ 7.25  
 Loaders.....\$ 7.50  
 Riggers.....\$ 7.92

Sheet Rock Mechanic.....\$ 7.25

TRUCK DRIVER.....\$ 7.25

WELDER.....\$ 7.25

**FOOTNOTES:**

- a. \$23.16 per month.
- b. 6-2/3 (six and two-thirds) hours vacation pay per month when a minimum of 120 hours is worked in the month.
- c. 10 paid Holidays.
- d. 5 Paid Holidays.
- e. 40 hours paid vacation after 2 years with employer.

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

**VIRGIN ISLANDS HOUSING AUTHORITY**  
9900 OWALD HARRIS COURT, ST. THOMAS, VI 00802-3100

**CONTRACT MODIFICATION NO. \_\_\_\_\_**

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

In connection with the contract for \_\_\_\_\_ at \_\_\_\_\_ the following change is ordered:

Subject to conditions hereinafter set forth, and equitable adjustment of the contract price and time is as follows:

- A. This change will require adjustments to Contract Time.
- B. The Contract Price is (increased) (decreased) by \_\_\_\_\_ \$\_\_\_\_\_.
- C. The Contract Time is (increased) (decreased) by \_\_\_\_\_ calendar days.

The conditions hereinbefore referred to are as follows:

- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the Virgin Islands Housing Authority are not prejudiced; and
- C. All claims against the Virgin Islands Housing Authority which are incidental to or as a consequence of the aforementioned change are satisfied.

The above Change Order Request was jointly reviewed and is hereby recommended for approval by:

MOD INSPECTOR \_\_\_\_\_

CONSTRUCTION MANAGER \_\_\_\_\_

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**VIRGIN ISLANDS HOUSING AUTHORITY**

By: Robert Graham CPM  
Executive Director

Date: \_\_\_\_\_

**ACCEPTANCE (CONTRACTOR)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ARCHITECT - VIHA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**VIRGIN ISLANDS HOUSING AUTHORITY**

**REPORT ON CHANGE**

CIAP Phase N/A Work Item: \_\_\_\_\_ Time Date: \_\_\_\_\_

1. **SUBJECT:** Contract Modification ORDER No. \_\_\_\_\_ PROJECT No. \_\_\_\_\_

2. **ENCLOSED ARE:**

\_\_\_\_ THE ORIGINAL AND THREE COPIES OF THE SUBJECT ORDER AND HUD APPROVAL

X TWO COPIES OF SUBJECT ORDER APPROVED UNDER HUD DELEGATED AUTHORITY.

3. **THE FOLLOWING SUPPORTING PAPERS ARE ATTACHED TO EACH COPY OF THE SUBJECT ORDER:**

- a. Contractor's proposal and accompanying breakdown dated \_\_\_\_\_  
b. Change Order Drawing(s) No.(s) N/A dated \_\_\_\_\_  
b. Other data (identify): \_\_\_\_\_

4. **THE FOLLOWING ARE PERTINENT AND IN EXPLANATION OF THE CHANGE:**

- a. Buildings in project \_\_\_\_\_ Dwelling units involved in change \_\_\_\_\_  
b. Description of change: \_\_\_\_\_

Refer to specs: Div. \_\_\_\_\_, Par. \_\_\_\_\_ Drawing(s) No.(s) \_\_\_\_\_

- c. Other work affected by change: NONE  
d. Will recording on As-Built Drawings be necessary? \_\_\_\_\_ Yes \_\_\_\_\_ No  
e. Price Adjustment: \_\_\_\_\_ Extra \_\_\_\_\_ Credit \$ 0.00 ; \_\_\_\_\_ No Change  
f. Time Adjustment: \_\_\_\_\_ No Change \_\_\_\_\_ Deferred \_\_\_\_\_ Extended: \_\_\_\_\_ Calendar Days  
g. Are Modernization funds available? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. **BUDGET:**

Phase - CF \$ \_\_\_\_\_  
- CF \$ \_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_ Total \$ \_\_\_\_\_

	<u>TIME</u>	<u>CHANGE ORDER VALUE</u>	<u>CONTRACT PRICE</u>
CONTRACT	_____		\$ <u>0.00</u>
CO's TO DATE	_____	\$ _____	\$ <u>0.00</u>
THIS CO	_____	\$ _____	\$ <u>0.00</u>
TOTAL CO's	_____		
ADJUSTED CONTRACT	_____ Calendar Days		\$ <u>0.00</u>

6. **BASED ON THE FOREGOING I HAVE APPROVED THE ORDER:**

by: \_\_\_\_\_ Date \_\_\_\_\_  
Director of Mod/Development  
V. I. Housing Authority

CONCURRED IN

by: Robert Graham, CPM Date \_\_\_\_\_  
Executive Director  
V.I. Housing Authority



# CONTRACT COMPLETION STATEMENT

1. FROM (COR Name and Title)	2. CONTRACT # & DESCRIPTION
3. TO (PD Contracts Specialist)	4. CONTRACTOR NAME & ADDRESS
5. TOTAL FUNDS EXPENDED \$ _____  5a. EXCESS FUNDS? (Is there a contract balance?)  YES _____ NO _____	6. WAS FINAL PAYMENT MADE?  YES _____ NO _____  <small>(IF FINAL PAYMENT HAS BEEN MADE, COMPLETE ITEMS 7A AND 7B. IF FINAL PAYMENT HAS NOT BEEN MADE, INDICATE THE REASON, AND STATUS OF PAYMENT IN THE REMARKS SECTION OF THIS FORM.)</small>  <b>NOTE: THIS STATEMENT IS NOT OFFICIAL UNTIL THE FINAL PAYMENT IS PROCESSED AND ISSUED TO THE CONTRACTOR.</b>
7a. INVOICE NUMBER	7b. DATE
7. REMARKS	
<b>AUTHORIZED BELOW AS FOLLOWS: ALL REQUIRED CLOSE-OUT ACTIONS HAVE BEEN FULLY AND SATISFACTORILY ACCOMPLISHED, INCLUDING FINAL SETTLEMENT IN THE CASE OF A PRICE REVISION CONTRACT. THE CONTRACT FILE IS HEREBY CLOSED AS OF THE DATE SHOWN BELOW. RETURN THIS FORM TO THE PROCUREMENT DEPARTMENT ONCE COMPLETED.</b>	
8. SIGNATURES OF RESPONSIBLE OFFICIALS:	
<b>DCA</b> _____ / _____ / _____ PRINT SIGNATURE DATE	
<b>COR</b> _____ / _____ / _____ PRINT SIGNATURE DATE	
<b>LEGAL</b> _____ / _____ / _____ PRINT SIGNATURE DATE	
<b>FINANCE</b> _____ / _____ / _____ PRINT SIGNATURE DATE	
<b>PROCUREMENT</b> _____ / _____ / _____ PRINT SIGNATURE DATE	

# Certification of Payments to Influence Federal Transactions

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

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  
**ADDENDA ACKNOWLEDGEMENT FORM**

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

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

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

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

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

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

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

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

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

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