



# INVITATION FOR BIDS #2021-1224

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GENERAL CONTRACTOR  
FOR

D. Hamilton Jackson Terrace & Alphonso “Piggy”  
Gerard Complex Revitalization

**Published Date**  
**January 25<sup>th</sup>, 2022**

**Due Date**  
**April 12<sup>th</sup>, 2022**

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Robert Graham, CPM  
Executive Director

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## EXHIBITS

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**EXHIBIT A - Project Overview, Scope of Work & Services**

- Unit Mix & Conceptual Construction Phasing Plan
- Asbestos & Lead-Based Paint Reports & Associated Abatement Scope.

(Note: The Specifications are enclosed in this document see Exhibit A)

(Note: the drawings & associated exhibits can be downloaded at: <https://mdgny-my.sharepoint.com/:f:/p/jlarounis/EtS0m6WAIQ1LpJtG9LmtQjUBP98bv7SaLIPpwUelsAFD1Q?e=Gh4hc> )

**EXHIBIT A.1 - Hiring Affirmation Statement Form**

**EXHIBIT B - Bid Form**

**EXHIBIT B.1 - Bid Bond Form**

**EXHIBIT B.2 - Performance Bond Form**

**EXHIBIT B.3 - Payment Bond Form**

**EXHIBIT C - HUD Form 5370 – General Contract Conditions of the Contract for Construction**

**EXHIBIT D - HUD Form 5369 – Instructions to Bidders for Contracts**

**EXHIBIT E - VIHA Supplemental Instructions to Bidders**

**EXHIBIT F - HUD Form 5369-A – Representations, Certifications and Other Statements of Bidders**

**EXHIBIT G - No Offer Form**

**EXHIBIT H - Form of the Contract**

**EXHIBIT H.1 - Insurance**

**EXHIBIT I - Required Representations and Certifications**

**EXHIBIT J - Subcontractor Data Form**

**EXHIBIT K - Section 3 Business Self-Certification Form**

**EXHIBIT L - Principal Personnel Disclosure Statement Certification and Instructions**

**EXHIBIT M - Respondent Disclosure Certification**

**EXHIBIT N - Contractor Responsibility Survey**

**EXHIBIT O - Record of Comparable Projects in Past Two (2) Years**

**EXHIBIT P - Record of Comparable Projects in Progress**

**EXHIBIT Q - W-9 Request for Taxpayer Identification Number and Certification**

**EXHIBIT R - Liability Questionnaire**

**EXHIBIT S - Schedule of Amounts for Contract Payments**

**EXHIBIT T - Performance/Payment Bond**

**EXHIBIT U - Wage Decision**

**EXHIBIT V - Contract Modification/Change Order**

**EXHIBIT W - Contractor's Certification of Completion and Release**

**EXHIBIT X - HUD-50071 - Certification of Payments to Influence Federal Transactions**

**EXHIBIT Y - Addenda Acknowledge Form**

All Exhibits can be found and downloaded from the following link:

<https://mdgny-my.sharepoint.com/:f:/p/jlarounis/EtS0m6WAIQ1LpJtG9LmtQjUBP98bv7SaLIPpwUelsAFD1Q?e=Gh4hc>

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## **PART 1 – GENERAL INFORMATION**

**The Project is being developed in partnership with the Virgin Islands Housing Authority (“VIHA”) and MDG Development Partners LLC (“MDG”) (collectively, the “Developer”). Members of the Developer have extensive experience in developing affordable housing projects such as these. A brief description of the Developer follows:**

### **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.

### **MDG Development Partners LLC (MDG)**

MDG Development Partners LLC, with it with its general contractor arm, MDG Design & Construction LLC (collectively, “MDG”) is a leading affordable housing contracting and development firm based in New York, specializing in the rehabilitation and new construction of affordable residential apartment buildings. Over the past 30 years, MDG has built a strong track-record of completing over 900 buildings, 21,000 units and over \$2.1 billion dollars of development and construction cost.

MDG’s extensive development and financial experience enable us to expertly navigate the complex planning and implementation processes required for the financing of housing authority properties through RAD conversion and/or Section 18 disposition. Combined, the principals of MDG have over fifty (50) years of experience working on mixed financing utilizing 4% and 9% low-income housing tax credits (“LIHTC”), and various forms of taxable and tax-exempt financings. We have closed projects utilizing public sources of financing including Housing Financing Agency (“HFA”) tax-exempt bonds and subsidy loans, HOME Investment Partnerships Program (“HOME”) funds, Community Development Block Grant (“CDBG”), Fannie Mae/Freddie Mac permanent loans and Federal Home Loan Bank (“FHLB”) funds. In addition, MDG has experience working with housing rent subsidy programs for HUD (Rental Assistance Demonstration (“RAD”) Conversion, Section 18 Disposition, Project Based Section 8, and housing authority vouchers) and real estate tax abatement/PILOT programs required to revitalize public housing.

A prime example of MDG’s capacity and understanding of affordable housing finance and construction is the \$560 million Ocean Bay (Bayside) RAD conversion, completed in partnership with the New York City Housing Authority. The project, comprised of 1,395 units in 24 buildings on 33 acres in Far Rockaway, Queens, NY, had been severely damaged by Superstorm Sandy and was in need of major capital repairs. Among other sources of funds, the project was awarded \$105 million of funds from FEMA that were used for various resiliency measures, including the conversion from one central boiler system to 24 individual hydronic boilers on the roof of each building, electric service buildings built above the flood zone, a flood wall surrounding the entire site, and water retention swales.

In addition, MDG is a leader in minority-and women owned business (“M/WBE”) and local hiring, as well as community outreach. Throughout its existence, MDG has been committed to excellence in terms of work and in character. MDG sees each aspect of a job as an area to help not just the client, but the community as a whole. This unique perspective has allowed MDG to create a business that concentrates on people just as much as development.

## **1. Solicitation Purpose**

The Developer 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 the D. Hamilton Jackson Terrace

& Alphonso “Piggy” Gerard Complex Revitalization located in Christiansted, St. Croix to be renovated as one project.

MDG and VIHA have long term plans to develop multi-phased, multi-million-dollar projects. The success of this Project and related partnerships will provide construction and local economic impact opportunities for General Contractors and sub-contractors.

The subject of this IFB is for the master planned Revitalization of the D. Hamilton Jackson Terrace (“Hamilton”) & Alphonso “Piggy” Gerard Complex (“Piggy”) sites (collectively, the “Project”), to rehabilitate or replace units at the Project, as described in detail below, which is located in St. Croix, USVI. MDG has been selected by VIHA to redevelop the Project into safe, modernized, energy efficient and affordable units for the residents of St. Croix.

The Project has been submitted to HUD’s Rental Assistance Demonstration (“RAD”) program. Under RAD, the Project will be removed from Section 9 (public housing) and receive funding through a project-based section 8 agreement. Financing for the Project is being secured for construction beginning in the third quarter of 2022. These timelines are preliminary and may change post-award.

The Project and tentative plan/scope, which is further described in Exhibit A, is as follows:

**D. Hamilton Jackson Terrace & Alphonso “Piggy” Gerard Complex**

- Address: Parcel Nos. 13A, 13-B, 13-BA&C, 14 Estate Richmond Company Quarter, St. Croix, U.S. Virgin Islands
- Site size: 12.21 Acres, 27 residential buildings, 1 community center/management office building
- Units: 136
- Financing: HUD RAD, 4% LIHTC, CDBG-DR & FEMA Disaster Recovery funds

**Proposed Plan:** VIHA & MDG plan to rehabilitate the two sites, including apartment interiors, exteriors, and community spaces under one contract. Existing residents will be temporarily relocated in phases throughout either the site or to an adjacent off-site location for the rehabilitation, which will include new roofs and façade treatment along with landscaping and site plan improvements to transform the look of the site. Apartments will receive new bathroom and kitchen finishes, additional resiliency/sustainability design measures such as adding CCTV security cameras, emergency generators, new EnergyStar appliances and LED lighting throughout. In addition, VIHA & MDG are committed to ensuring outreach efforts to publicize training, employment and contracting opportunities are given to low-income and local residents and businesses, including at least two job fairs and two small business workshops required to be held by the selected General Contractor, as well as a minimum of 5 Youthbuild workers or apprenticeship participants and meet HUD’s section 3 hiring goals, including reporting by labor hours worked and utilizing LCP tracker compliance software.

All work shall be complete within twenty-four (24) months of the Notice to Proceed.

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

EVENTS	DATE AND/OR TIME
<b>IFB Released</b>	<b>Tuesday, January 25, 2022</b>
<b>Pre-Bid Conference/ Site Inspection:</b>	<p><b>Tuesday, February 8, 2022</b>, at 9:00 A.M. AST held at the D. Hamilton Jackson Terrace Community Center. Attendance in person is strongly encouraged. If unable to attend in person, please join my meeting from your computer, tablet or smartphone.            +1 516-408-2258,,361130512#</p> <p><i>(All attendees must register Ms. Marilyn Miller via email <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a>, copy to: Ppetri@MDGNY.COM, copy to: JLarounis@MDGNY.COM, prior to Pre-Bid Conference/Site Inspection.)</i></p> <p><i>(Full Site Visit immediately following Conference)</i></p>
<b>Deadline for Questions</b>	<b>Tuesday, March 8, 2022</b> at 10:00 A.M. AST
<b>Bid Due Date and Time</b>	<p><b>Tuesday, April 12, 2022</b>, at 2:00 P.M. AST            Please join the bid opening from your computer, tablet or smartphone via the dial-in information included below.            +1 516-408-2258,,786340673#</p>

The Developer reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the Developer 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, the Developer and any outside consultants assisting the Developer 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 of the Developer staff and/or outside consultants assisting the Developer 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 by email to: [mmiller@vihousing.org](mailto:mmiller@vihousing.org), CC: [PPetri@MDGNY.Com](mailto:PPetri@MDGNY.Com), CC: [JLarounis@MDGNY.Com](mailto:JLarounis@MDGNY.Com), respectively Ms. Marilyn Miller, VIHA Procurement Manger, Philip Petri, Vice President of Development; and John Larounis, Development Project Manager. **The Developer must receive requests for additional information and/or clarification relative this solicitation by Tuesday, March 8, 2022, at 10:00 A.M. AST.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this IFB. The Developer **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
Ms. Marilyn Miller Procurement Manager Email: <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a>
CC: Philip Petri Vice President of Development Email: <a href="mailto:PPetri@MDGNY.Com">PPetri@MDGNY.Com</a>
CC: John Larounis Development Project Manager Email: <a href="mailto:JLarounis@MDGNY.Com">JLarounis@MDGNY.Com</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 MDG 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, MDG, or a business entity.

(ii) Any VIHA or MDG employee who formulates policy or who influences decisions with respect to the VIHA or MDG 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 MDG & 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. Specifications/Project Drawings/Plans**

Contractor shall perform the Scope of Work/Services in accordance with the Plans.

**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 to either:

St. Croix	St. Thomas
Virgin Islands Housing Authority 9299 Estate Slob Kingshill, VI 00850 Attn: Glenice Parris	Virgin Islands Housing Authority 9900 Oswald Harris Court St. Thomas, VI 00802 Attn: Beryl Sealey

**BID DOCUMENTS shall be labeled with the following:**

**Name of General Contractor**

**IFB #2021-1224 – General Contractor for D. Hamilton Jackson Terrace & Alphonso “Piggy” Gerard Complex REVITALIZATION**

**ATTN: MS. Marilyn Miller**

And must be received by **Tuesday, April 12, 2022, AT 2:00 P.M. AST.**

**5. Bid Form**

Each Respondent must submit **one (1) original and three (3) copies, and one (1) electronic copy (in the form of a USB flash drive)** of their bid response. **(DO NOT STAPLE BID RESPONSE)** All bids must be submitted on the Bid Form provided by the Developer in **both PDF and EXCEL FORMAT** (see *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 the Developer’s vendor’s list, but are not submitting a bid, you must return the “No Offer” form (*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**

The Developer 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 the Developer.

## **8. Modification of Solicitation**

The Developer reserves the right to increase, reduce, add, cancel 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**

The Developer 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**

The Developer 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 the Developer.

## **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**

The Developer 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 the Developer in writing specifying the regulation which requires an alteration. The Developer reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the Developer.

## **16. Section 3**

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, the Developer requires Section 3 participation. The General Contractor must undertake appropriate efforts to direct employment,

training, and contracting opportunities arising as part of this Project to low and very low income persons, including developing a Section 3 Plan that includes labor hour projections and planned outreach and recruitment activities. Under the HUD guidelines and requirements, all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of funding via this IFB shall take necessary and reasonable steps to provide business opportunities to Section 3 qualified business concerns. The Section 3 goals are as follows:

- For all contractors or subcontractors awarded a contract in excess of \$100,000:
  - The General Contractor shall use its best efforts to expend not less than twenty-five (25%) of all labor hours to be performed by a Section 3 worker and five (5%) of all labor hours to be performed by Targeted Section 3 workers. Section 3 and Targeted Section 3 workers are fully defined in 24 CFR Part 75, and described below.<sup>1</sup>
  - The General Contractor shall participate with and apply for, federal or private funds to support apprenticeship and workforce development programs.
  - General Contractor will be expected to hire a minimum of 5 Youthbuild or apprenticeship participants for construction training jobs, to the extent feasible.
  - Outreach at a minimum shall include participation in at least two job fairs and two small business workshops with Developer, attendance at additional resident meetings at the Project to discuss hiring and job opportunities with the Project residents and public advertisement for subcontracting opportunities on at least one occasion.

The list of proposed Subcontractors, including the M/WBE and Section 3 Subcontractors, shall be submitted to the Developer for approval prior to the Construction Financing Closing. The General Contractor will be required to provide documentation of efforts and outreach relating to such requirements at a minimum to satisfy HUD.

The selected General Contractor shall have a viable program in place to assure the goals are met and/or exceeded. A monthly report to the VIHA is required by the selected General Contractor to accurately demonstrate the level of effort and compliance. HUD will still require reporting compliance from the General Contractor with Section 3 at construction completion as part of their Completion Certification through the RAD Resource Desk.

In due regard for these obligations, please provide within your submission based on the above-mentioned prevailing wage requirements. The proposal must contain the following (M/WBE & Section 3 Employment.):

- Proposed job classifications
- Estimated number of employees for each job classification
- Prevailing wages and fringe benefits for each job classification
- Copy of the wage rates used for the proposal
- A signature from an owner or officer of the company confirming that they will comply with Davis Bacon prevailing wage obligations. The Owner reserves the right to request the format of such confirmation.

## 17. Errors – Bid Rejection

- A. **General. Correction or withdrawal of bids requires careful consideration.** The integrity of the competitive bidding system must be maintained, fairness ensured, and delays avoided. While bidders must be bound by their bids (the “firm bid rule”), circumstances may arise where correction or withdrawal of bids is proper and may be permitted.
- B. **Mistakes Before Bid Opening.** Unless otherwise prohibited by State or local law, bidders shall be permitted to withdraw or modify their bids by written or facsimile notice prior to bid opening (see form HUD-5369, Item 5, and form HUD-5369-B, Item 6).

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<sup>1</sup> A Section 3 Worker is any worker who fits at least one of the following categories within the last five years: (i) the worker's income for the previous or annualized calendar year is below the income limit established by HUD, (ii) the worker is employed by a Section 3 business concern, or (iii) the worker is a YouthBuild participant. A Targeted Section 3 Worker is a Section 3 worker who fits at least one of the following categories: (i) the worker is currently employed by a Section 3 business concern, (ii) the worker is a resident of public housing or Section 8 assisted housing (within past 5 years), (iii) the worker is living within the neighborhood of the project (within past 5 years), or (iv) the worker is a YouthBuild participant (within past 5 years).

- C. **Review of Bids for Mistakes.** After the bid opening, the Contracting Officer should carefully review all bids to ensure that the bidders have not made any obvious mistakes in their bids, e.g., the sum of individual bid line items does not equal the total bid price. An item-by-item recalculation of the bid costs will often reveal the miscalculation or error. If a bidder appears to have made a mistake, the Contracting Officer should immediately notify a bidder of any apparent mistake in his/her bid and request verification of the bid as submitted. If the bidder is not present at bid opening, or if the Contracting Officer performs the bid review after opening takes place, the Contracting Officer should notify the bidder by phone. PHAs are strongly advised to confirm phone notifications with a follow-up letter containing the information communicated by phone. The Contracting Officer should place a copy of the letter or otherwise document the procurement file.
- D. **Mistakes after Bid Opening.** In general, bidders should not be permitted to change a bid after bid opening. In rare cases, the Contracting Officer may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to the Contracting Officer, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in the PHA's bidding process. Therefore, the Contracting Officer should request as much evidence as he or she deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. PHA personnel should consult with their legal counsel before allowing a change in bid. If justified, a low bidder can be replaced with the next lowest bidder.
- E. **Withdrawal of Bids.** Withdrawal of a bid is permissible if there is an obvious error in the bid such as a math error, but the mistake must be readily apparent from the bid itself. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. A bidder may also be permitted to withdraw a low bid if the bidder submits written evidence that clearly and convincingly demonstrates that a mistake was made. The PHA should require written supporting evidence before allowing withdrawal by the bidder. If the PHA allows withdrawal, the bid bond should be returned to the bidder upon verification of the error. In cases of alleged mistakes or requests for withdrawal, the decision to allow a correction or withdrawal should only be made after consultation with the PHA's legal counsel.

## **18. Acceptance Period**

All Respondents submitting a bid must agree to honor the terms and conditions contained herein for a period of 263 days from the submission date of April 12<sup>th</sup>, 2022.

## **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 the Developer'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, the Developer 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. The Developer 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 the Developer's procurement system. No Developer personnel in any office can discuss information pertinent to any bid during this period. Violation of the confidentiality of bids pending award seriously compromises the Developer 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
Cover Letter
Affirmation Statement Form- Attached
Bid Form/Sheet- Attached
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
Three (3) 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
D&B D-U-N-S Number

**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 the Developer **MUST** agree to and execute (*Form of Contract*). See Exhibit H.

**NOTE 3:** A bidder’s failure to meet the minimum requirements as identified in the **Contractor Minimum Requirements Form** and submit the completed **Contractor Minimum Requirements Form** with its bid submission prior to the bid due date and time shall render the bid non-responsive and ineligible for award.

#### COVER LETTER

Respondents must submit, along with their bid, a signed cover letter that acknowledges that they meet the following minimum requirements in order to Bid:

- a. Previous experience rehabilitating and constructing Multi-Family developments as a General Contractor.
- b. Previous experience with procuring construction material and labor in the Caribbean and/or United States Virgin Islands.
- c. A designated Senior Project Manager with documented experience with at least two projects completed in the last ten years of at least 85 units of multi-family housing, including land development and of \$10,000,000 or greater construction cost.

In addition to the minimum requirements, as listed above, the Developer suggests that the contractor include the following details in the cover letter:

- d. Summary of key information about the firm and its qualifications.
- e. Contact information for the primary contact person, including email and phone number.
- f. Experience with Sustainable Energy Sources.
- g. Experience with Section 3 / M/WBE / Local Hiring.
- h. Experience self-performing new construction and rehabilitation of affordable housing, housing authority construction, and specifically affordable housing in the Virgin Islands.
- i. Any further details about the firm demonstrating their competitive advantages (i.e., explain why your firm would be better suited for working in the Virgin Islands than other contractors).

## 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 the Developer. 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 the Developer. The Contractor shall cause the appropriate entity to maintain and keep in force the applicable insurance requirements as described in the attached Exhibit H.1.

- A. Worker's Compensation, in accordance with the laws of the Territory of the U.S. Virgin Islands.
- B. The Contractor shall carry insurance, at a minimum, of: Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate with combined minimum limits of coverage of \$100,000 per occurrence; motor vehicle liability insurance with minimum limits of \$1,000,000 per accident for bodily injury and property damage; \$5,000,000.
- C. **VIHA & MDG shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA & MDG, its officers, agents and employees, harmless from any and all claims made against VIHA & MDG'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 & MDG, 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 the Developer prior to execution of this Contract.** The Developer 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 00802-3100, sent by certified mail, return receipt requested.

## 4. Bonding and Guaranty 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 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**

At the time of construction closing, 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 100% of the contract amount. The performance bond shall be furnished to the Developer 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 Developer Point of Contact within ten (10) working days after the request. The surety bond will ensure 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.**

## **Completion Guaranty**

The General Contractor may be required to provide a completion guaranty to the Developer and or/lender and LIHTC investor, to the extent it has received payment. The lender and LIHTC investor will require assignment or assumption of project documents in certain circumstances.

## **5. Labor Compliance Requirements**

Federal Labor Standards will be enforced. The Contractor is responsible for paying not less than the applicable wage rates (see *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 that all applicable wage decisions and Department of Labor posters are posted, in plain sight, in common areas, 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.

**Compliance with Davis-Bacon Wage Rates.** The Contractor shall comply with all applicable wage rate requirements and shall pay to all laborers and mechanics employed to perform the project work a wage that is not less than the wages prevailing in the locality of the Project, as pre-determined by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. This Project demands full compliance with federal Davis Bacon prevailing wage obligations. These obligations, and other Davis Bacon information, are described at the U.S. Department of Labor, Wage and Hour Division website- <http://www.dol.gov/whd/>.

Please note that the final prevailing wage obligations and applicable Davis Bacon prevailing rates may be set at the date subsequent to the date of your proposal submittal. The Developer anticipates the final Davis Bacon Prevailing wage rate schedule to be effective no later than 12/31/2022. Therefore, your bid should anticipate potential increases in rates up to 12/31/2022 effective date.

The compliance with prevailing wage also requires the Contractor to pay fringe benefits, overtime rates; properly classify employees based on the work that each employee performs; and maintain and submit weekly certified payroll records that are complete and accurate. The solicitation or receipt of kickbacks of wages is prohibited. It will be the responsibility of the General Contractor to resolve all discovered wage restitution issues within thirty (30) days of discovery.

Evidence of compliance, at a minimum to the satisfaction of HUD, shall be a requirement of the eventual general contract.

## **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

Ms. Marilyn Miller, VIHA Procurement Manager, MMiller@vihousing.org, 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 **Seven Hundred Thirty (730) 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 **\$700** per calendar day of delay.

### 3. Holidays

The Developer 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

The Developer reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of the Developer in accordance with Clause 34 of the HUD Form 5370 - General Conditions of the Contract for Construction. If terminated, the Developer 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  
The Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802-3100  
Via Email at rgraham@vihousing.org.

- 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, emailed to Ms. Marilyn Miller at MMiller@vihousing.org. 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 Developer personnel or designee, who shall review the protest and all other related information and issue a written decision on the matter. The authorized Developer 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 Developer 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**

The Developer 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.

[END OF DOCUMENT]