



# **REQUEST FOR PROPOSALS #2022-008**

## **Qualified Pool of Grant Writers**

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**Monday, May 23, 2022**

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Robert Graham, C.P.M.  
Executive Director/Contracting Officer

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## **ATTACHMENTS**

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### **ATTACHMENT A**

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

### **ATTACHMENT B**

HUD-5370-C - General Contract Conditions Non-Construction Section I (With or without Maintenance Work)

## **MANDATORY SUBMITTALS (EXHIBITS)**

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### **EXHIBIT A**

Fee Proposal Form

### **EXHIBIT B**

W-9 – Request for Taxpayer Identification Number and Certification

### **EXHIBIT C**

Required Representations and Certifications

### **EXHIBIT D**

Subcontractor Data Form

### **EXHIBIT E**

Principal Personnel Disclosure Statement Certification and Instructions

### **EXHIBIT F**

Respondent Disclosure Certification

### **EXHIBIT G**

Liability Questionnaire

### **EXHIBIT H**

HUD-50071 - Certification of Payments to Influence Federal Transactions

### **EXHIBIT I**

Record of Comparable Projects in Past Two (2) Years

### **EXHIBIT J**

Contractor Responsibility Survey

### **EXHIBIT K**

Addenda Acknowledge Form

### **EXHIBIT L**

HUD-5370-C - General Contract Conditions Non-Construction Section I (With or without Maintenance Work)

Copy of Valid Business License

## PART 1 – GENERAL INFORMATION

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

The Virgin Islands Housing Authority (VIHA), a public body corporate and political; is located within the United States Virgin Islands, an unincorporated territory of the United States. VIHA is responsible for planning, financing, constructing, maintaining, and managing all public housing developments located on the three islands of St. Thomas, St. John, and St. Croix, which include ten (10) Asset Management Projects (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, improve lives, strengthen communities through quality, safe and affordable housing, and provide various 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 rent affordable housing of their choice from private landlords in the Territory and are funded by the US Department of Housing and Urban Development.

VIHA has a professional management and maintenance team and administers over a \$41 million annual budget, including the capital outlays for comprehensive improvements. Funding sources include the US Department of Housing and Urban Development (HUD), rental income, and limited other income. As one of the largest affordable housing providers in the Virgin Islands, VIHA has extensive experience in managing and developing residential rental properties.

### 1.2 Solicitation Purpose

The Virgin Islands Housing Authority (VIHA) seeks proposals from interested and qualified firms to establish a “Qualified Pool” of grant writers to research and recommend funding opportunities and write and submit quality grant proposals that support VIHA’s Bright Path Human Services Delivery Model. Acceptance into the “Qualified Pool” only signifies an entity has prequalified and does not obligate VIHA to issue a contract. An Indefinite Delivery/Indefinite Quantity (IDIQ) contract will be issued to the selected Respondent(s). Task orders will be issued on a case-by-case basis as the need for funding research and grant writing services arises. The award of an IDIQ contract absent a subsequently executed task order shall not obligate VIHA to any contract value.

**Please Note:** Respondents are responsible for reading this Request for Proposals (“RFP”) and all exhibits, in their 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.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in their entirety.

### 1.3 Schedule of Events

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

MILESTONES	DATE AND/OR TIME
<b>Contact Person</b>	Marilyn Miller Procurement Manager Virgin Islands Housing Authority Procurement Department 9900 Oswald Harris Court St. Thomas, VI 00802 E-mail: <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a>

MILESTONES	DATE AND/OR TIME
<p><b>How to Obtain the RFP Documents on the Applicable Internet Site</b></p>	<ol style="list-style-type: none"> <li>1. Access VIHA’s Website at</li> <li>2. <a href="http://www.vihousing.org">http://www.vihousing.org</a>.</li> <li>3. Click on Contractors</li> <li>4. Click on the applicable RFP.</li> <li>5. Follow the listed directions</li> <li>6. Be sure to download all applicable forms and document</li> </ol> <p>If you have any problems accessing the system, e-mail Marilyn Miller for assistance at <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a></p>
<p><b>Deadline to Submit Questions</b></p>	<p><b>Thursday, May 26, 2022, by Noon LOCAL TIME</b></p>
<p><b>How to Fully Respond to This RFP by Submitting a Proposal Submittal</b></p>	<p>Completed proposals must be submitted to the VIHA electronically by the Proposal Due Date and Time. Respondents shall transmit completed proposals to the VIHA by e-mail to <a href="mailto:mmiller@vihousing.org">mmiller@vihousing.org</a> in PDF format. <b>The “Subject” line of the e-mail should state “(name of firm) Resident Marketing &amp; Communications.”</b> Please exercise caution in creating your electronic file.</p> <ol style="list-style-type: none"> <li>1. Be sure that all documents are executed as required.</li> <li>2. Be sure that all required forms and exhibits have been included.</li> </ol>
<p><b>Proposal Submittal Deadline</b></p>	<p><b>Friday, June 17, 2022, by 2:00 P.M. LOCAL TIME</b></p> <p>NOTE: The “pdf file format” proposal must be received via e-mail no later than <b>Friday, June 17, 2022, by 2:00 P.M. LOCAL TIME</b>, or the proposal will be rejected.</p>

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 to supplement this RFP Addenda to this RFP will only be issued and posted on VIHA’s website at: <http://www.vihousing.org>.

**It is the responsibility of the Respondent to monitor VIHA’s website for any addenda issued.** All Respondents are encouraged to check VIHA’s website for additional information frequently.

#### 1.4 Communications

All procurement actions facilitated by VIHA will be conducted in an open, transparent, and competitive manner. VIHA will consider competitive pricing, quality of work, reputation and referrals, and understanding of each transaction are solicited deliverables and requirements. VIHA supports the solicitation of proposals from all markets with no geographical preferences and gives ALL qualified businesses, including those owned by minorities, women, and small business enterprises, the opportunity to do business with VIHA as Contractors and Subcontractors.

To maintain a fair and impartial competitive process, VIHA and any outside consultants assisting VIHA with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any VIHA staff and outside consultants assisting VIHA with this solicitation except:

- Through the RFP Point of Contact named below;
- As otherwise specified in this RFP; and

- As provided by existing work agreement(s) (if any)

Prohibited communications include all contact, including but not limited to telephonic communications, e-mails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. VIHA reserves the right to reject the proposal of any Respondent violating this provision.

- A. Questions must be submitted in writing via e-mail to [mmiller@vihousing.org](mailto:mmiller@vihousing.org). **VIHA will receive requests for additional information and clarification relative to this solicitation between Monday, May 23, 2022, by noon LOCAL TIME and Thursday, May 26, 2022, by noon Local Time.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this RFP VIHA **will not** respond to requests for information after the date stated above.
- C. **It is the responsibility of the Respondent to monitor VIHA's website for any addenda issued.** All Respondents are encouraged to check VIHA's website for additional information frequently.
- D. All requests for information or clarification about this solicitation must be addressed in writing.

## **PART 2 – SCOPE OF WORK**

### **2.1 Scope of Work and Specific Requirements**

#### **Summary of Services**

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA has issued this Request for Proposals (RFP) to define the minimum service requirements; solicit proposals; detail proposal requirements; firm requirements; and, outline the process for evaluating proposals and selecting the subsequent firm to provide marketing and communication consulting services aimed and ensuring consistent and effective communications with residents and participants of both the agency's public housing and Housing Choice Voucher programs. Work of the selected firm will be key in ensuring that mechanisms are developed and implemented that ensure that housing assisted households are aware of the latest updates regarding VIHA's redevelopment plan, available services, and resources, and highlights the accomplishments and success achieved by housing assisted individuals, VIHA, and its community partners.

#### **Background**

VIHA has a plan to transform its public housing units into financially and environmentally sustainable communities of choice for families and seniors on St. Thomas and St. Croix. Simultaneously, VIHA is introducing its new resident services action plan, Bright Path, which is transformative in both program design and in the source of funding. All three of our developer partners have agreed to use Low-Income Housing Tax Credits equity to fund the service-rich housing model for 15 years. To ensure a comprehensive approach to community-building, VIHA leadership also strives to ensure that its residents are equipped with the tools and resources necessary for economic growth and sustained success in their new communities. As a result, VIHA is implementing an accompanying human transformation approach to resident services that it believes results in generational success and improvements in the overall quality of life for all residents.

To accomplish the goal of generational success for its residents, VIHA believes that it must ensure the internal infrastructure exists that enables VIHA to avail residents with every opportunity for success. As a result, VIHA has revamped its resident services division. The mission of the department and its new Bright Path Human Service Delivery Model is to ensure individuals and families will have access to comprehensive services and resources that are instrumental in promoting health and wellness, housing stability, economic mobility, and personal self-sufficiency for every household. Instrumental in achieving this mission is access to needed funding which can be leveraged to increase the odds for the individuals and families served by VIHA and its development partners.

Thus, VIHA is seeking to establish a “Qualified Pool” of grant writers, which can be accessed by VIHA’s new Resident Wellness & Empowerment team and its development partners, who will also be responsible for quality service delivery to VIHA residents. Qualified firms will have the purposes of researching and recommending funding opportunities and writing and submitting quality grant proposals to identified funding organizations that support one or more components of VIHA’s Bright Path Holistic Human Services Delivery Model.

### **Scope of Work**

The firms selected to enter the “Qualified Pool” of grant writers will conduct the following tasks:

**Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, HUD and other Federal, State, foundation, agencies and organizations that support VIHA’s funding needs and priorities (emphasizing to extent possible, grants which require no “matching” funds), including, but not limited to:

- Early care and learning and healthy youth development
- Focused afterschool and summer programming (i.e., technology, sports, debate, academic prep, health and wellness, music, visual arts, etc.)
- Secondary and post-secondary academic success
- Workforce development for youth and adults
- Homeless prevention and housing programs
- Senior and disabled healthy aging
- Physical, mental, and emotional wellness (i.e., health fairs, health and wellness education, chronic disease management, mental health education, etc.)
- Financial literacy and homeownership

**On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through a funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by VIHA, its development partners, and various community partners.

**Grant Proposal Development** – Provide grant proposal writing, development, and submission services associated with completing grant applications on behalf of VIHA, its development partners, and associated community partners, including the preparation of funding abstracts and production and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the VIHA and associated partners.

**Grant Reporting** – As needed, the successful firm(s) may be asked to develop or advise on the development of required grant impact reports to be submitted to funders only after submission and approval by VIHA, and its development partners, where appropriate.

### **Contract Term**

Contracts awarded from proposals received in answer to this solicitation will be for an initial term of one (1) year with the option to extend the contract, at VIHA’s sole discretion, for four (4) additional one (1) year option terms for a potential total maximum period of five (5) years. Acceptance into the pool does not obligate VIHA to issue a contract or guarantee the award of any specific quantity of task orders or a total contract amount to the selected Respondents.

### **Required Qualifications**

Due to the scope of work and the nature of this “Qualified Pool” the minimum required qualifications are as follows:

- A minimum of five (5) years of grants writing and management experience with solid knowledge of the state, the federal government, and foundation grant application process and writing of applications.

- Demonstrated experience working with multiple application partners to conduct funding needs analysis, identify funding sources, plan and coordinate program and budget development, track and secure resumes and letters of support, and the preparation of complex written grant narratives and electronic grant submissions.
- Demonstrated experience securing grant funding that supports programs and activities designed to address inequities and/or improve access to one or more of the following: education, job skills development, financial literacy, housing, and tenancy supports, community health and wellness, aging and disability services as well as other culturally relevant services.
- Demonstrated experience with developing and submitting required grant reports to include monthly, annual, and closeout reports.
- Bachelor’s degree required; Master’s Degree preferred
- Proficiency with the Microsoft Office Suite

## PART 3 – PROPOSAL SUBMISSION

### 3.1 Proposal Format and Structure

**Tabbed Proposal Submittal** – VIHA intends to retain the successful proposer under a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that VIHA will consider factors other than just cost in making the award decision). So that VIHA can adequately evaluate the offers received, the sequence must format all proposals submitted in response to this RFP noted below. Each category must be separated by numbered index dividers and labeled with each tab numbered sequentially, as shown below. None of the proposed services may conflict with any requirements VIHA has published herein or has issued by addendum. The sections are delineated as follows:

- A. Introductory Letter.** The Respondent shall provide a brief synopsis on company letterhead of its ability to perform the scope of work outlined in the RFP, business background, and identify the benefits provided by its offering. The Introductory Letter must include the legal business name and company status (i.e., partnership, corporation – including State or Territory of incorporation, etc.). Additionally, the Respondent must state if there have been any recent (within the past three years) changes in ownership and substantial leadership changes. Also, please include the location of the Respondent’s principal place of business and discuss any joint venture partners or sub-consultants as they pertain to the RFP. ***Please limit Introductory Letter to two (2) pages maximum.***

The Virgin Islands Housing Authority will evaluate all responses and rank them in a one-two-three order according to the following qualifications:

- B.** Tabbed sections as indicated:

TAB	WEIGHTED SCORING CRITERIA	PAGE COUNT
1	Experience and Capabilities	Maximum 5 pages
2	Approach and Methodology	Maximum 5 pages
3	Staffing & Qualifications	Maximum 3 pages
4	Fee Proposal (see Exhibit A)	N/A - Use Form
5	Equal Employment Opportunity/Supplier Diversity	Maximum 2 pages
6	Mandatory Submittals (See Section 5.1)	N/A - Use Forms

The proposal should be prepared simply and economically, avoiding using elaborate promotional materials beyond those sufficient to provide a complete presentation.

A page is considered one side of a single side of an 8½” x 11” paper, single-spaced using not smaller than 12-point font, and containing margins at the top, bottom, and sides of no less than one inch in width. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible and included in the page count. VIHA will allow a font size no smaller than 9-point for the information included in tables and charts **only**. **All proposal pages must be consecutively numbered.** Respondents are cautioned that if their proposal exceeds the page limitation, VIHA



**will evaluate up through the permitted number of pages only. Information contained on pages beyond that limit will not be considered.** Brevity concerning proposals is strongly encouraged.

**All information must be incorporated into a response to a specific requirement and referenced.** Any information not meeting these criteria will be deemed extraneous and not contribute to the evaluation process.

**All information presented in response to this RFP must be included in the submitted response. There can be no information linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered part of the Respondent's proposal.**

**VIHA may award a contract based on initial offers received, without discussions; therefore, each submission should contain the Respondent's best terms from a cost or price and technical standpoint. The selected firm must be ready to execute the contract within one week of receiving a contract from VIHA.**

### **3.2 Submission of Proposals**

It shall be the responsibility of each proposer to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by VIHA. Including the RFP document, any appendices, and required attachments submitted by the proposer. By completing, signing, and presenting the complete documents, the proposer states their agreement to comply with all conditions and requirements set forth with those documents. Written notice from the proposer not authorized in writing by the Executive Director to exclude any of the Authority requirements contained within the records may cause the proposer not to be considered for the award.

By submitting a response to the RFP, the Respondent is acknowledging that the Respondent:

1. Has read the information and instructions; and
2. Agrees to comply with the information and instructions contained herein.

**Proposal Submission** – All completed proposals must be submitted to the VIHA electronically by the Proposal Due Date and Time. Respondents shall transmit completed proposals to the VIHA by e-mail to [mmiller@vihousing.org](mailto:mmiller@vihousing.org) in PDF format. **The "Subject" line of the e-mail should state "(name of firm) Qualified Pool of Grant Writers."** Please exercise caution in creating your electronic file.

VIHA reserves the right to:

- Reject any or all offers, discontinue this RFP process, and re-advertise this RFP without obligation or liability to any potential Respondent;
- Accept other than the lowest-priced offer;
- Award more than one (1) contract; and
- Award a contract based on initial offers received, without discussions or requests for best and final offers.

## **PART 4 – PROPOSAL EVALUATION**

### **4.1 Evaluation Factors and Award**

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (e.g., qualifications and experience, price, etc.), based upon the evaluation factors established explicitly for this Request for Proposals.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's statement to the Evaluation Factors, which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

WEIGHTED EVALUATION FACTORS	WEIGHT OF FACTOR
Experience and Capabilities	40
Approach and Methodology	20
Staffing & Qualifications	20
Fee Proposal (see Exhibit A)	15
Equal Employment Opportunity/Supplier Diversity	5
<b>TOTAL</b>	<b>100</b>

The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of VIHA. Proposals that appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of the failure to comprehend the complexity and risk of the subsequent contract may be rejected. VIHA reserves the right to determine the suitability of proposals based on all of these factors.

#### 4.2 Evaluation Factor Description

**Respondents are required to respond thoroughly to each of the following evaluation factors, focusing on providing answers that are both clear and concise.**

##### TAB 1: Experience and Capabilities

- Identify the years of related experience for your firm, the principals, and its partners, who will be assigned to work with VIHA in providing grant writing services as described in the Scope of Work. Please indicate years of experience both on a firm and an individual basis.
- Identify the types of organizations with whom your firm, the principals, and its partners who will be assigned to work with VIHA, have worked to provide the requested services in the past three (3) years.
- Briefly discuss and provide examples that illustrate the firm’s resources, commitment, and demonstrated ability to complete all components of the Scope of Work in a timely manner, including but not limited to attending meetings, advising VIHA’s team on matters specific to the Scope of Work, and preparing and submitting requested and required grant reports to both VIHA, funders, and the community.

**Past Performance** - Submit detailed information on the Respondent’s experience providing similar services to similar agencies. Respondents shall have a demonstrated minimum of five (5) years of experience in conducting the required services, which can be documented through the references/work experience provided (preferably within the past five years). Provide the names, addresses, and telephone numbers of at least three (3) references that may be contacted that have used the services of your organization. References submitted must address the Respondent’s experience in the areas outlined within this RFP See **Exhibit I – Record of Comparable Projects in Past Two (2) Years** and **Exhibit J - Contractor Responsibility Survey**.

##### TAB 2: Approach and Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- a. An implementation plan that describes in detail (i) the grant proposal development processes and methods from the research phase through grant closeout, including controls by which your firm or entity uses to manage grant writing projects of the type sought by this RFP; (ii) methodology for soliciting and documenting necessary review and approvals to apply, on content, or to submit from internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the Respondent intends to employ in carrying out the work.
- b. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.

- c. Sample of a detailed grant writing project schedule, identifying all tasks and deliverables to be performed, the duration for each task, and overall time of completion.
- d. Respondents are encouraged to provide additional innovative and/or creative approaches for delivering the service that will maximize efficiency, cost-effectiveness, or increased performance capabilities.

**TAB 3: Staffing and Qualifications** – Provide a list of individuals who will be serving on the firm’s grant writing team and indicate the functions that each will perform and years of experience performing services described in the Scope of Work. Include a résumé for each designated individual.

The Respondent should describe the qualifications of the firm or entity performing grant writing services within the past five years that are similar in size and scope to demonstrate competence to perform these services. A summary of your firm’s or entity’s demonstrated capability, including the length of time that your firm has provided the services being requested in the Scope of Work.

**TAB 4: Fee Proposal** – All offers must be submitted on the Fee Proposal Form provided by VIHA (see Exhibit A). Failure to provide an offer for each item delineated on the Fee Proposal Form may result in the offer being determined “non-responsive” and subsequently disqualified from consideration. Offers should Insert the words “No Offer” in the space provided for any item for which no price is submitted. Offers shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this RFP. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on the cost incurred. Any stipulations made to the Respondent’s offer shall subject the offer to rejection. If the Offeror wishes to include additional information, the Offeror may do so with attachments. **Please type all prices.**

**TAB 5: Equal Employment Opportunity/Supplier Diversity** – The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations about supplier diversity (e.g., small, minority, and women-owned businesses). *The proposer should state if no hires, suppliers, or vendors are contemplated.*

#### **4.3 Evaluation and Award Process**

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth above. Submissions will be reviewed individually against the requirements stated in the RFP Factors not specified in the RFP will not be considered. VIHA reserves the right to waive any minor irregularities or technicalities in the proposals received.

A Technical Advisor with the required expertise may provide information and advise the Evaluation Committee on technical matters to ensure that the Evaluation Committee will benefit from such expertise to inform decisions. The designated Technical Advisor does not have voting rights concerning the evaluation and scoring of Project Proposals but will have consultation rights concerning matters that the Evaluation Committee cannot resolve.

Proposals that are considered non-responsive will not receive consideration. VIHA reserves the right during the evaluation process to reconsider any bid submitted. It also reserves the right to meet with a Respondent at any time to gather additional information. Furthermore, VIHA reserves the right to delete, add or modify any aspect of this procurement.

VIHA reserves the right to: 1) award this contract to one Respondent, 2) make multiple awards, 3) award without discussions, and 4) negotiate the final scope of services, price, schedule, and any aspects of this solicitation with all Respondents. VIHA may 1) reject any or all offers if such action is in VIHA’s interest, 2) award a contract other than to the lowest Respondent, 3) waive informalities, or minor irregularities in offers received, and 4) award all or part of the requirements stated. VIHA reserves the right to reject an award to Respondent during the contract negotiations if 1) Respondent and VIHA cannot agree to mutual terms for the contract or 2) Respondent causes a delay that, in VIHA’s discretion, causes hardship to VIHA.

A proposal receiving a proper evaluation from the Evaluation Committee will be submitted to VIHA’s Board of Commissioners for approval, subject to funding availability.

Provided the proposal meets all requirements of this RFP, VIHA will enter into a Service Agreement for an initial term of up to one year, with four (4) possible extensions of one-year periods (based on continued need, contractor’s performance and/or funding).

After contract award, VIHA shall request from the selected Respondent a proposal to do a task that has been identified in the Scope of Work of this solicitation. The selected Respondent shall identify milestones and estimate the hours needed to complete the request. The estimated hours will be multiplied by the awarded rates to accomplish the task or tasks requested. VIHA and the selected Respondent may negotiate milestones and the hours needed to complete the task(s).

**PART 5 – MANDATORY SUBMITTALS**

**5.1 Mandatory Submittals**

The following Mandatory Submittals that must be included as a part of the proposal and received by the due date and time are:

MANDATORY SUBMITTALS
Exhibit A – Fee Proposal Form
Exhibit B – W-9-Request for Taxpayer Identification Number and Certification
Exhibit C – Required Representations and Certifications
Exhibit D – Subcontractor Data Form
Exhibit E – Principal Personnel Disclosure Statement Certification and Instructions
Exhibit F – Respondent Disclosure Certification
Exhibit G – Liability Questionnaire
Exhibit H – HUD-50071 - Certification of Payments to Influence Federal Transactions
Exhibit I – Record of Comparable Projects in Past Two (2) Years
Exhibit J – <b>Three</b> Completed Contractor Responsibility Survey
Exhibit K – Addenda Acknowledge Form

\*Forms shall be completed, signed, and notarized where required or marked “Not Applicable” where appropriate.

**5.2 Principal Personnel Disclosure Statement Certification Form**

VIHA requires that each Respondent submit a notarized Principal Personnel Disclosure Statement Certification Form (Exhibit E). Preparation of these documents is governed by the instructions identified on the Form. The following definitions apply when completing this Form:

- a. **Sole Proprietorships.** A sole proprietorship is a; business owned by one (1) individual.
- b. **Partnerships.** A partnership exists when two (2) or more people associate to conduct a business enterprise.
- c. **Limited Liability Companies.** A limited liability company is a legal entity created by territory/state law.
- d. **Corporations.** A corporation is a legal entity created by territory/state law. ***All officers and assistant officers shall be identified on the Principal Personnel Disclosure Statement Certification Form.***

### 5.3 Disclosure Statement

Before award, and while Respondent is conducting business with VIHA, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide complete disclosure, in writing, to the Procurement Manager. The Disclosure Statement must be presented on Respondent's letterhead, notarized, and signed by the individual making the disclosure. The details to be included in the Disclosure Statement may be found at the bottom of the *Principal Personnel Disclosure Statement Certification Form (Exhibit E)*.

### 5.4 Certification Regarding Debarment

Respondent certifies by submission of its proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

## PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

### 6.1 Required VIHA Respondent Registration

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

Respondent is responsible for contacting their local authorities to ensure that Respondent has complied with all laws and is authorized and licensed to do business in the Territory. All applicable fees associated in addition to that are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents, and subcontractors shall also comply with all Federal, State, and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

### 6.2 Cost of Proposals

All costs incurred, directly or indirectly, in response to this solicitation, including the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Respondent. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Respondent. VIHA will not provide reimbursement for such costs.

### 6.3 Ownership of Documents

All documents and information generated, prepared, assembled, and provided to VIHA under this RFP become the property of VIHA upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to VIHA as a result of this RFP.

### 6.4 Rejection of Proposals

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

### 6.5 New Equipment

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

**6.6. Taxes**

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

**6.7. Contractor Status**

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

**6.8. Funding Limitations**

This procurement may be funded, in whole or in part, by grant funds provided by the US Department of Housing and Urban Development (“HUD”). VIHA will not be bound to any contract if HUD has disallowed funding.

**6.9. Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, quantity or performance of the goods or the material, quality, quantity, 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, or cancel the contract at no expense to VIHA.

**6.10. Section 3**

In keeping with Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 USC 170 (Section 3)), and in accordance with the goals of HUD, VIHA strongly encourages respondents to familiarize themselves with the Section 3 Rule located at 24 CFR Part 75.

**6.11. Errors – Proposal Rejection**

Each correction made by the Respondent on the Fee Proposal Form **MUST BE INITIALED IN INK** by each discipline. No modifications will be made in pencil.

**6.12. Acceptance Period**

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

**6.13. Proposal Signature**

The person signing the Fee Proposal Form must be authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned requests cannot be signed after the proposal has been opened. No signatures shall be in pencil.

**6.14. Withdrawal of Proposals**

Proposals may be withdrawn by written notice received any time before contract award. Bids may be removed in person by Respondent or its authorized representative if the identity of such representative is established and VIHA gets a signed receipt of the withdrawn proposal before the contract award.

**6.15. VIHA Authorized Procurement Authority**

By VIHA’s Final Amended Procurement Policy Statement, contracts over \$250,000 shall be subject to approval by VIHA’s Board of Commissioners before award and contract execution.

#### **6.16 Amendments to Solicitation**

VIHA reserves the right to increase or delete any scheduled items, increase or reduce the quantity of any scheduled item as deemed necessary, waive informalities and technicalities, and make other changes and modifications consistent with VIHA's policies and the laws and regulations governing HUD. programs.

All addenda to this solicitation will be posted on VIHA's website. **It is the responsibility of the Respondent to monitor VIHA's website for any supplements issued.** Each Respondent must acknowledge all addenda published on VIHA's website to ensure that additions are considered in their proposal response (see **Exhibit L - Addenda Acknowledge Form**). All Respondents are encouraged to check VIHA's website for additional information frequently.

#### **6.17 Cancellation of Solicitation**

VIHA reserves the right to cancel a solicitation when it is determined to be in the best interest of VIHA to do so.

#### **6.18 Contracting Officer**

VIHA's Contracting Officer is the Executive Director of VIHA.

#### **6.19 Due Diligence**

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and 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, a record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is usually conducted on all non-bonded procurement transactions over \$250,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. VIHA shall not contract with firms and individuals listed on the *List of Parties Excluded from Federal Procurement and Non-procurement Programs*. Suppose a prospective Contractor is found to be non-responsible. In that case, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the decision.

#### **6.20 Proposal Evaluation Period**

When proposal evaluation is being conducted, all proposal analyses are confidential. This measure simply maintains the integrity of VIHA's procurement system. No VIHA personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of submissions pending award seriously compromises VIHA in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.

#### **6.21 Insurance Requirements**

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by VIHA. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by the contract shall be borne by the Contractor and is not reimbursable by VIHA.

- A. Worker's Compensation, by the laws of the Territory of the US Virgin Islands (minimum of \$50,000)
- B. The Contractor shall carry Professional Liability Insurance (malpractice) in the amount not less than \$1,000,000 per occurrence.
- C. General Liability covering bodily injury, personal injury, and property damage in an amount not less than \$250,000.00

- D. Automotive Liability covers bodily injury and property damage in an amount not less than \$50,000.00.
- E. **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 claims made against VIHA's officers, agents, and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agrees to indemnify and hold VIHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.
- F. **Proof of insurance shall be provided to VIHA before execution of this Contract and at the beginning of each option term (if applicable).** VIHA expressly 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.

**6.22 Contract Administration**

Marvin Nesbitt, Jr., Director of Resident Wellness & Empowerment, is responsible for the administration of this contract unless otherwise stated in the agreement. The Contracting Officer for this contract will be Robert Graham, C.P.M., Executive Director. The Contracting Officer is responsible for the final approval and acceptance of all services rendered.

**6.23 Contract Period**

VIHA anticipates that it will initially award a contract for the period of one (1) year from the Execution Date of the Contract.

**6.24 Option to Extend**

The contract shall have up to four (4) additional one (1) year option periods. The total contract period shall not exceed five (5) years from the Effective Date of the contract, i.e., the date on which VIHA executes the original agreement.

**6.25 Holidays**

VIHA recognizes the following holidays as vacation days for its employees:

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| New Year's Day                     | Three King's Day                     |
| Martin Luther King, Jr.'s Birthday | President's Day                      |
| Transfer Day                       | Holy Thursday                        |
| Good Friday                        | Easter Monday                        |
| Memorial Day                       | Juneteenth National Independence Day |
| VI Emancipation Day                | Independence Day                     |
| Labor Day                          | Columbus Day                         |
| D. Hamilton Jackson Day            | Veteran's Day                        |
| Thanksgiving Day                   | Christmas Day                        |
| Boxing Day                         |                                      |

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 honored.



## **6.26 Termination of Convenience and Default**

VIHA reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of VIHA by Clause 4 of the HUD Form 5370-C – General Contract Conditions Non-Construction. If terminated, VIHA will notify the Contractor of the termination in writing by certified mail, return receipt requested, and pay the Contractor for services rendered before the Contractor's receipt of notice of the contract termination.

## **6.27 Advertising**

Respondent agrees not to use the fact or the results from submitting a proposal as a part of any commercial advertising. VIHA does not permit the use of VIHA's relationship with an entity for purposes of marketing efforts unless VIHA agrees explicitly otherwise.

## **6.28 Notices**

All notices, demands, requests, and claims about the award of this contract must be addressed in writing to:

Robert Graham, C.P.M.  
Executive Director/Contracting Officer  
The Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, Virgin Islands 00802

Any protest against this procurement action must be received before the due date to receive proposals. Any protest against the contract award must be received within ten (10) calendar days after the contract award, or the protest will not be considered. All proposal protests shall be in writing and give complete and detailed reasons why the actual or prospective Contractor is protesting the solicitation and award. The proposal protest shall be submitted to the authorized VIHA personnel or designee, who shall review the protest and all other related information and issue a written decision on the matter. The authorized VIHA personnel or designee may, at their discretion, suspend the procurement and contract award pending resolution of the protest if warranted by the facts presented. The authorized VIHA personnel or designee will have final ruling authority.

## **6.29 Compliance with Law**

The Contractor, 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, rules 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 USC 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, the Contractor shall further comply with the applicable Annual Contributions Contract (ACC) about such action. To the extent such work is associated with a mixed-finance development, the Contractor shall comply with 24 CFR' 941.208. At the Contractor's expense, the Contractor shall obtain such permits, certificates, and licenses as required in the performance of the work specified.

## **6.30 Indemnification**

VIHA cannot and by the agreement relating to this RFP, does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever for any purpose whatsoever.

**6.31 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action concerning any employee, as may be necessary.

**6.32 Public Records**

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

# ATTACHMENTS

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# Instructions to Offerors Non-Construction

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

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:



## (1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

## (2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

**16. Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**17. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

**18. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

**19. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

**20. Liens**

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

**21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# EXHIBITS

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RFP #2022-008 – Qualified Pool of Grant Writers  
**Fee Proposal**

**Fee Proposal Explanation/Clarification:**

\_\_\_\_\_ (CORPORATE NAME ATTACHED TO FEDERAL TAX ID NUMBER) has thoroughly read RFP #2022-008 – Qualified Pool of Grant Writers and all associated Addenda (if applicable) and can provide the services as described at the offer submitted on this Fee Proposal.

**CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT**

<b>DATE</b>	
<b>CORPORATE OFFICIAL NAME</b>	
<b>CORPORATE OFFICIAL TITLE</b>	
<b>CORPORATE OFFICIAL E-MAIL ADDRESS</b>	
<b>COMPANY PHONE NUMBER</b>	
<b>ALTERNATE PHONE NUMBER</b>	
<b>COMPANY ADDRESS</b>	
<b>CORPORATE OFFICIAL SIGNATURE</b>	

# Request for Taxpayer Identification Number and Certification

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

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

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 <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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.*

## 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):

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Black Americans  | <input type="checkbox"/> Asian Pacific Americans  | <input type="checkbox"/> Hispanic Americans     |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans | <input type="checkbox"/> 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 to those principals have not participated, and will not participate in any action contrary to subparagraphs (1) through (3) above; (ii) As an authorized agent, does certify that the principals named in subdivision (B)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (1) through (3) above; and (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (1) through (3) above.

If the Respondent deletes or modifies subparagraph 2 above, the Respondent must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**IV. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

The Respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor’s organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage; (ii) The Respondent’s objectivity in performing the contract work may be impaired; or (iii) That the Respondent has disclosed all relevant information and requested VIHA to make a determination with respect to this contract.

The Respondent agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to VIHA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. VIHA may, however, terminate the Contract for the convenience of VIHA if it would be in the best interest of VIHA.

In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to VIHA, VIHA may terminate the Contract for default.

The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to VIHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

**V. CONFLICT OF INTEREST**

In the absence of any actual or apparent conflict, the Respondent, by submission of an offer, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause I this solicitation titled “Organizational Conflict of Interest.”

**VI. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The Respondent does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or familial status. The Respondent has an affirmative action program to ensure that applicants are employed, and employees are treated fairly during employment without regard to race, color, religion, sex, national origin, age, disability or familial status. Such action includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Respondent certifies by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

**VIII. RESPONDENT’S SIGNATURE**

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete and current. If Respondent needs to explain or disclose information relating to this form, an additional sheet is attached with such explanation or disclosure.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Type or Print Name

\_\_\_\_\_

Date

## VIRGIN ISLANDS HOUSING AUTHORITY SUBCONTRACTOR DATA FORM

Consistent with Presidential Executive Orders 11625, 12138, and 12432, Section 3 of the HUD Act of 1968 and 13 CFR 121, all feasible efforts should be made to ensure that small and minority-owned businesses, women’s business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of a VIHA community are used when possible. Respondent proposes to subcontract with the following businesses for this project. The Respondent acknowledges that all Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs), Section 3 and Small Business entities, regardless of tier, are to be listed on this form. Respondent understands that it is responsible for ensuring that VIHA has updated information on its subcontractors and that no known conflicts of interest or personal or financial interests, as defined within the Solicitation, exist in relation to Respondent’s subcontractors and the resulting Contract. Respondent must ensure that its subcontractors disclose any conflicts of interest or personal or financial interests.

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

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

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

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

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 women or women who are U.S. citizens and who also control and operate the business.

**SECTION 3** refers to Section 3 Rule (24 CFR Part 75)

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

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.

<b>SOLE PROPRIETORSHIP</b>	<b>PARTNERSHIPS</b> <small>* Identify additional partners (if any) on a separate page</small>	<b>CORPORATIONS</b> <small>** Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)</small>	<b>LIMITED LIABILITY CORPORATIONS</b> <small>*** Identify additional members (if any) on a separate page</small>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Owner (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Partner (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Partner (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Partner (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Partner (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Officer (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Officer (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Officer (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Officer (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Member (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Member (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Member (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Member (PRINT NAME)</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">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 TOUR BUSINESS? | YES | NO |

**VIHA BOARD OF COMMISSIONERS DISCLOSURES**

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

**PUBLIC OFFICIALS DISCLOSURE**

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

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

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

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

Sworn to and subscribed \_\_\_\_\_  
Name  
Before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ \_\_\_\_\_  
Title

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE**

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

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

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

VIRGIN ISLANDS HOUSING AUTHORITY  
LIABILITY QUESTIONNAIRE

BUSINESS NAME: \_\_\_\_\_

**Each officer or principal is required to submit this Questionnaire with your response. This form shall be filled out in its entirety and notarized. Failure to submit this form may cause your response to be deemed non-responsive.**

(1) Has your company, any partner or officer of your company ever been sued? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Is your company, any partner or officer of your company currently involved in pending litigation? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Has your company, any partner or officer of your company ever been involved in litigation against the Virgin Islands Housing Authority of the US Department of Housing & Urban Development? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Has a bonding company ever denied, paid out claims or revoked a bond your company or any officers or partners of your company? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) Are you a subject to any actions that could result in a "yes" answer to any of the above questions? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Officer or Partner (Printed Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to

before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

My commission expires

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

**WARNING**  
All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify Vendor or Contractor from VIHA 's procurement process. VIHA reserved the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a Vendor or Contractor is qualified to be participating in the procurement process.

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

EXHIBIT H

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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

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

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



## VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

### SOLICITATION NUMBER AND TITLE:

#### REFERENCE BEING PROVIDED FOR...

COMPANY NAME

COMPANY ADDRESS

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

#### REFERENCE CONTACT INFORMATION...

SURVEY DATE

COMPANY / OWNER'S NAME

CONTACT PERSON

CONTACT PHONE NUMBER / EMAIL ADDRESS

CONTRACT AMOUNT (\$)

% COMPLETED / COMPLETED

IF NOT COMPLETED, ESTIMATED COMPLETION DATE

#### TECHNICAL PERFORMANCE

##### FACTORS/RATINGS

EXCELLENT

GOOD

FAIR

POOR

UNSATISFACTORY

NOT APPLICABLE

Completion of major tasks / milestones / deliverables on schedule.

Responsiveness to changes in technical direction.

Ability to identify risk factors and alternatives for alleviating risk.

Ability to identify and solve problems expeditiously.

Ability to employ standard tools / methods.

#### MANAGEMENT PERFORMANCE

##### FACTORS/RATINGS

EXCELLENT

GOOD

FAIR

POOR

UNSATISFACTORY

NOT APPLICABLE

Overall communication with staff.

Effectiveness and reliability of Contractor's Key Personnel

Ability to recruit and maintain qualified personnel.

Ability to manage multiple tasks from planning through execution.

Ability to effectively manage subcontractors.

Overall performance in planning, scheduling, and monitoring.

Use of management tools (e.g. schedule/task management tools).

#### CONTRACT ADMINISTRATION

##### FACTORS/RATINGS

YES

NO

Was the project completed on schedule?

If not, how late was it: \_\_\_\_\_ &lt; 30 days; \_\_\_\_\_ &lt; 60 days; \_\_\_\_\_ &lt; 90 days; \_\_\_\_\_ &gt; 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: \_\_\_\_\_ &lt; 30 days; \_\_\_\_\_ &lt; 60 days; \_\_\_\_\_ &lt; 90 days; \_\_\_\_\_ &gt; 90 days

Did the contractor submit unnecessary Change Order requests?

Were contractor proposals for Change Orders reasonably priced?

Were there any claims?

Compliance with labor laws

Compliance with safety requirements

Given a choice, would you do business with this contractor again?

**SURVEY COMPLETED BY (PRINT):**
**SIGNATURE:**

VIRGIN ISLANDS HOUSING AUTHORITY  
**ADDENDA ACKNOWLEDGEMENT FORM**

<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 proposal response includes allowances for all of the amended provisions and requirements of the Scope of Work/Specifications, solicitation document and Addenda associated with the above noted solicitation and each has been taken into consideration.

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

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

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

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

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

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

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

<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>	