



# REQUEST FOR PROPOSAL #2022-011

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Exterminating Services-St. Thomas District

Thursday, July 28, 2022

A handwritten signature in blue ink, appearing to read 'R. Graham', is positioned above a horizontal line.

Robert Graham, CPM/Contracting Officer

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## **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**

Section 3 Business Self-Certification Form

### **EXHIBIT F**

Principal Personnel Disclosure Statement Certification and Instructions

### **EXHIBIT G**

Respondent Disclosure Certification

### **EXHIBIT H**

Liability Questionnaire

### **EXHIBIT I**

HUD-50071 - Certification of Payments to Influence Federal Transactions

### **EXHIBIT J**

Record of Comparable Projects in Past Two (2) Years

### **EXHIBIT K**

Record of Comparable in Progress

### **EXHIBIT L**

Contractor Responsibility Survey

### **EXHIBIT M**

Addenda Acknowledge Form

### **EXHIBIT N**

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 and improve lives and strengthen communities through quality, safe and affordable housing and by providing a myriad of services to empower public housing residents. VIHA also administers the Territory's Housing Choice Voucher Program, which currently provides rental assistance in the form of vouchers to 1,733 eligible low-income families, the elderly, and persons with disabilities. The vouchers help low-income families to rent affordable housing of their choice from private landlords in the Territory and are funded by the U.S. Department of Housing and Urban Development.

### 1.2 Solicitation Purpose

The Virgin Islands Housing Authority (VIHA) is seeking proposals from interested and qualified individuals, companies, or firms to provide Exterminating Services in St. Thomas, U.S. Virgin Islands.

**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.

### 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:

EVENTS	DATE AND/OR TIME
RFP Released	Thursday, July 28, 2022
Deadline for Questions	Thursday, August 4, 2022, by 12:00 P.M. LOCAL TIME
Proposal Due Date and Time	Thursday, August 18, 2022, by 11:00 P.M. LOCAL TIME

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

### 1.4 Communications

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

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

- Through the RFP Point of Contact named below;
- As otherwise specified in this RFP; and/or
- As provided by existing work agreement(s) (if any)

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

- Questions must be submitted in writing via email to [mmiller@vihousing.org](mailto:mmiller@vihousing.org). **VIHA will receive requests for additional information and/or clarification relative to this solicitation between Thursday, July 28, 2022, 12:00 P.M. LOCAL TIME, and Thursday, August 4, 2022, by 12:00, by 12:00 P.M. Local Time.**
- 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.
- It is the responsibility of the Respondent to monitor VIHA's website for any addenda issued.** All Respondents are encouraged to frequently check VIHA's website for additional information.
- All requests for information or clarification pertaining to this solicitation must be addressed in writing.

#### RFP Point of Contact

Marilyn Miller  
Procurement Manager  
Virgin Islands Housing Authority  
Procurement Department  
9900 Oswald Harris Court  
St. Thomas, VI 00802  
Email: [mmiller@vihousing.org](mailto:mmiller@vihousing.org)

## PART 2 – SCOPE OF WORK

### 2.1 Scope of Work and Specific Requirements

#### SCOPE OF WORK AND SPECIFIC REQUIREMENTS

Contractors shall furnish all labor, parts, equipment, and services necessary to provide exterminating services. **Multiple Contractors will be selected.** The subsequent contracts are for monthly and as-needed exterminating services at the Virgin Islands Housing Authority-managed properties listed below. The work shall be accomplished in a manner, which conforms to the intent of all applicable State and local safety, health, and environmental laws, policies, standards, and regulations. Contractors shall recognize and take all precautions against the documented dangers of pesticide application. Contractors shall perform the work in a manner effective for controlling pests, causing no contamination to other parts of the property and environs. Contractors shall not endanger any of the property occupants or workers; and shall leave the areas safe for re-occupancy. The contractor's transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable U.S. Federal laws and regulations.

#### GENERAL PERFORMANCE

The Offeror shall perform exterminating services over the entire interior and exterior areas of all buildings in awarded communities to include insects, termites, rodents, and bed bugs through a method of control and elimination to include non-chemical and chemical procedures. Control Methods will also be performed on the exterior of facilities to deny entry to insects and rodents identified within this Request for Proposal. The exterior perimeter for outside coverage shall be 10 feet from the building/structure with consideration given for ornamentals, mulch landscaping, and around dumpsters.

## INSPECTION OF SITE

By signature of the subsequent contracts, Contractors affirm that he/she has examined to his/her satisfaction, the work site, condition, and all proposal documents.

## COVERED COMMUNITIES

The following communities are covered under this proposal and subsequent contracts:

COMMUNITY NAME	COMMUNITY ADDRESS
Paul M. Pearson Garden	Parcel #1, Est. Thomas, #1 New Quarter, Bldgs. 1-9 & 24-30
H. H. Bergs Homes	#7 Hospital Ground, Bldgs. 1-22
Oswald E. Harris Court	Parcel #1, Est. Thomas, #5 New Quarter, Bldgs. 1-45
Michael J. Kirwan Terrace	#64 & 65 Estate Lindberg Bay, Bldgs. 4-22
Addition to Bergs Homes	#7 Hospital Ground, Bldgs. B1-B7
Lucinda A. Millin Home	Parcel #1A, Est. Thomas, #1 New Quarter
Estate Bovoni Apartments	#2-3A Estate Bovoni, Bldgs. A-E
The Knolls at Contant	Parcel #171, Estate Contant

## COMMUNITY VISITS

**The offeror shall visit each community to be familiar with each location prior to submitting an offer.** Initial community visits will be conducted in accordance with an attached schedule. All other subsequent community visits must be arranged and scheduled with the appropriate Property Manager during the allotted visitation schedule, which will be determined at a later date. Please note that this is not a conference/tour. Do NOT ask the staff any questions. **Unauthorized contact and communication regarding this proposal with other employees of VIHA other than the assigned Point of Contact may result in disqualification from this procurement.** The Maintenance Manager (or other VIHA) staff will direct you to common areas, which will be made available for viewing. Failure to not visit each site and understand community requirements may result in a flawed offer.

## SERVICE AREAS TO BE COVERED

There are **1165** apartments under this offer request. The apartments vary in size from efficiency units to five (5) bedroom units. In addition to the individual apartments, the subsequent contract shall include all offices, maintenance shops, community centers, lobbies, and other common areas.

COMMUNITY NAME	UNIT COUNT	SERVICE AREAS TO BE COVERED
Paul M. Pearson Garden	32 – 1-bdrm 56 – 2-bdrms 32 – 3-brdms	Entire Building - Common Areas; Management Office to include Community Center, Resident Apartments
H. H. Bergs Homes	43 – 2-bdrms 7 – 3-brdms	Entire Building - Common Areas; Management Office to include Community Center, Resident Apartments
Oswald E. Harris Court	50 – 1-bdrm 96 – 2-bdrms 116 – 3-brdms 24 – 4-bdrms 12 – 5-brdms	Entire Building - Common Areas; Management Office to include Central Office Building, Community Center, Resident Apartments
Michael J. Kirwan Terrace	0 – 1-bdrm 12 – 1bdrm 36 – 2-bdrms 80 – 3-brdms 6 – 4-bdrms 4 – 5-brdms	Entire Building - Common Areas; Management Office to include Community Center, Resident Apartments
Addition to Bergs Homes	8 – 1-bdrm 8 – 3-brdms 4 – 4-bdrms 4 – 5-brdms	Entire Building - Common Areas; Management Office, Resident Apartments
Lucinda A. Millin Home	73 - 0-bdrm 12 – 1-bdrm	Entire Building - Common Areas; Management Office, Resident Apartments
Estate Bovoni Apartments	59 – 1-bdrm 128 – 2-bdrms 127 – 3-brdms 52 – 4-bdrms	Entire Building - Common Areas; Management Office to include community Center, Resident Apartments
The Knolls at Contant	4 - 0-bdrm 8 - 1-bdrm 20 – 2-bdrms 56 – 3-brdms 8 – 4-bdrms	Entire Building - Common Areas; Management Office, Resident Apartments

Due to various constructions, rehabilitation, and modernization programs, some areas may not be available or require treatment at any given time. A list of units, which do not require treatment, will be provided prior to such treatment.

#### SCOPE OF SERVICES

VIHA is soliciting Contractors to establish a scientifically integrated extermination program to control interior pests in general including, but not limited to, cockroaches, ants, spiders, mice, rats, bees, termites, bed bugs, and occasional invaders.

A comprehensive program shall be designed per property and may include, but not be limited to, the use of the following control methods:

Biological – Pathogens, pheromones, growth regulators  
Chemical – Baits, dust, fogs, sprays

Mechanical – Monitors, traps

Sanitation – Recommended improvements in writing by property and unit number

Heat and steam

Every entire apartment including, (Stairwells, kitchen, Livingroom, bedroom, bathroom, hallways and all closets) shall be treated monthly as well as service areas. The program should achieve control within 90 to 180 days for each area treated and control shall be maintained continuously thereafter on a monthly basis for the life of the contract.

VIHA reserves the right to request an increase in the frequency of treatments if control is not being maintained.

Callbacks for a re-treatment when there is insufficient control after a reasonable time shall be at no extra charge.

## **1. SCHEDULE OF TREATMENT**

The contractor shall be notified by VIHA of an apartment not to be treated in any cycle.

VIHA shall notify each resident of treatment dates. It shall be necessary for the Contractor to notify VIHA five (5) working days prior to beginning work at any community. Based on the schedule that will be developed and provided to VIHA, VIHA will notify its residents as required for entry.

**The Contractor shall be provided a VIHA employee to accompany them until the cycle is complete at that community. The employee shall provide keys to access apartments and shall record the date of the treatment of each apartment.**

**The contractor shall provide a monthly report after each monthly treatment, how the treatment was done, what was done, what chemicals were used, and what ratio on each size of apartment treated. This report should be computer generated.**

**The Contractor shall provide a log of each apartment treated by address or unit number after each cycle. Log shall include all units not treated and why.**

**All treatment work shall be done Monday through Friday, 9:00 AM – 4:00 PM.**

**A return service call shall be provided for additional treatment for the satisfaction of individual tenant complaints at no extra charge within a 48-hour period.**

## **2. MONTHLY INSPECTIONS/SERVICE**

All services shall be performed during normal working hours unless special treatments are required. Should any area require special treatment or evacuation for treatment, a schedule will be mutually coordinated with the designated site VIHA staff personnel. There will be no additional charges to VIHA for work conducted after normal working hours.

Materials used in the performance of work are to be carried in and out and never left on premises where individuals may come in contact with portions of it.

**The subsequent contract is to cover all monthly inspections and treatment at each awarded community location.** Inspections and necessary treatment will be conducted in all areas, on a monthly basis at each location at the offer prices submitted on the offer form. The Offeror shall be required to make unlimited return visits at no additional cost, to achieve and maintain satisfactory results.

The offer amount shall be "per month" and is to include costs for materials, supplies, equipment (i.e. exterminating forms, insecticides, pesticides, glue boards, bait traps, fly strips, etc.), labor, and travel for each line item for on-site exterminating services with unlimited return visits per the listed specifications.



### 3. EMERGENCY AND NON-EMERGENCY SERVICES

The vendor shall provide "Emergency" and "Non-Emergency" services. Vendors' on-site response time will commence upon VIHA notification and will be as follows:

- A. "Emergency" – Services will require a four (4) hour on-site response time.
- B. "Non-Emergency" – Services will be required on-site within two (2) business days.

The designated site VIHA staff personnel shall determine if the situation is an emergency or non-emergency.

*After each site visit (monthly service, emergency, non-emergency services), the Contract Vendor shall provide the designated site VIHA staff personnel with a written list of building services ed, written report forms for each building. The written service report forms shall include, but not be limited to types of infestations found and location, entry points, harborage areas, and other pertinent information such as treatment remedies, and any recommendations for methods that VIHA may take to deny access or habitat to pests. The Contractor shall leave a copy of the written service report signed by designated site VIHA staff personnel after each visit indicating time in and time out.*

#### INSECT CONTROL

- A. The Offeror is to control all types of insects including, but not limited to: cockroaches, ants, flies, bedbugs, fleas (inside/outside), crickets, silverfish, ground beetles, spiders, mites, bees, wasps, millipedes, centipedes, and other stored product type pests.
- B. Fly strips and glue boards shall be replaced at regular intervals (i.e. when fly strips and glue boards are full).
- C. Property Managers may request to have extra fly strips and glue boards left on site for use prior to the next scheduled inspection. The offeror shall provide fly strips and glue boards at no additional cost to VIHA.

#### RODENT CONTROL

Rodent control shall include the effective control of mice and rats necessary to maintain sanitary standards inside and around habitable buildings.

Mechanical or sticky traps are the preferred method of rodent population reduction. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside and/or outside occupied buildings, the Contractor shall obtain the approval of VIHA prior to making any interior rodenticide treatment. When rodenticides are employed, all label restrictions pertaining to their application shall be strictly enforced.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes.

The Contractor shall:

1. Place all bait boxes out of the general view, in locations where they will not be disturbed by routine operations.
2. Securely lock or fasten shut the lids of all bait boxes.
3. Securely attach/anchor all bait to the floor, ground, wall, or another surface, so that the box cannot be picked up or moved.
4. Place bait in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. Label all bait boxes with the Contractor's business name and address and date at the time of installation and each servicing.

6. Rodent bait shall be replaced at regular intervals, not to exceed 60 days, and baits showing evidence of rodent ingestion shall be replaced when 2/3 of the bait has been depleted.

As a general rule, rodenticide application outside buildings shall target the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying VIHA about the location of all rodent burrows on the premises that must be filled. The Contractor shall also be responsible for removing rodent carcasses.

#### **TERMITE CONTROL**

Termite control shall include the effective control of termites (all species) necessary to maintain sanitary standards in and around habitable buildings, property management offices, community centers, pump houses, and other service areas. Individual task orders will be issued and agreed upon by the contractor and the Authority prior to the commencement of any termite services.

The contractor shall give a five-year warranty on all termite treatments. Any re-infestation that occurs in the same structures that were serviced shall be given follow-up treatment free of charge. The treated structures shall be inspected annually for re-infestation and the contractor shall provide a written report of such inspection.

#### **BED BUG CONTROL**

Bed Bug control shall include the effective elimination of bed bugs necessary to maintain sanitary standards in and around habitable buildings, property management offices, community centers, pump houses, and other service areas. Individual task orders will be issued and agreed upon by the contractor and the Authority prior to the commencement of any bed bug services.

The contractor shall give a five-year warranty on all bed bug treatments. Any re-infestation that occurs in the same structures that were serviced shall be given follow-up treatment free of charge. The treated structures shall be inspected annually for re-infestation and the contractor shall provide a written report of such inspection.

#### **MATERIAL STANDARDS AND SPECIFICATIONS**

Treatment shall be for all interior pests including, but not limited to, cockroaches, ants, spiders, mice, rats, bed bugs, and occasional invaders.

Prior to the commencement of work, the Contractor(s) shall develop a treatment plan specifying the chemicals to be used in the completion of the work. Only low odor and non-flammable chemicals should be used. All chemicals shall be properly mixed and applied according to label directions and shall be applied at a rate consistent with effective treatment. VIHA reserves the right to collect samples of any chemical used and have these samples tested by an independent laboratory. In the case of bed bugs a professional bed bug steamer is required which is usually high temperature, dry vapor and is equipped specifically to destroy bed bugs quickly and safely whereas, on the other hand, the conventional steamer may not achieve the required temperatures to kill off the bugs and may also produce high moisture content, which can cause furniture's to develop mold and mildew.

VIHA reserves the right to review and require modification of the Contractor's treatment plan.

Chemicals and equipment used shall be approved for domestic exterminating services use by and shall have a current registration number from the United States Environmental Protection Agency. Chemicals shall be used in strict accordance with the manufacturer's recommended procedures for safety and maximum effectiveness.

Spillage and overrun shall be appropriately removed. There shall be no contamination of food and food preparation areas or utensils.

## **OTHER TERMS AND CONDITIONS**

All damage to a resident's possession shall be the responsibility of the Contractor. Damage claims shall be addressed within one (1) week of notification of damage.

Contractor shall report to VIHA management any condition that hinders adequate results in providing service under the subsequent contracts.

Contractor shall be required to file a written Sanitation Report to VIHA management of any condition he/she may discover while providing treatment under the subsequent contracts which might prove hazardous to the public health, safety, or which affect the structural integrity of the community being serviced, or which might enhance the conditions for infestations of pests.

Contractor shall assure maximum precautions for resident safety in use of chemicals or any products or equipment, which might be hazardous if improperly handled. Safety precautions shall preclude unlimited or unprotected use of such chemicals, products, or equipment.

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, stinging insects, moths, mosquitoes, bed bugs, or any other arthropod pests not specifically excluded from the contract. Populations of these pests that are located outside of the specified buildings, but within the property boundaries of the buildings shall be included. Services shall also include control of insects and fungi, which can cause damage to outdoor ornamentals, plants, and turf.

### **1. INITIAL INSPECTION**

The Contractor shall conduct a thorough, initial inspection of each property or site. The purpose of the initial inspection is for the Contractor to:

- Verify site conditions;
- Identify the insect or organism to be controlled;
- Identify problem areas;
- Identify any equipment, structural features, or management practices that are contributing to pest infestations; and,
- Develop an Exterminating Services Plan.

### **2. DEVELOP A EXTERMINATING SERVICES PLAN**

Before starting performance, the Contractor shall submit to VIHA and Exterminating Services Plan for each property or site identified in this Scope of Work within **ten (10) days** following the initial inspection. Upon receipt of the Exterminating Services Plan, VIHA will render a decision regarding its acceptability within **five (5) days**. The Contractor shall be on-site to initiate service within **three (3) days** following notice of approval. If aspects of the Exterminating Services Plan are incomplete or disapproved, the Contractor shall have **three (3) days** to submit revisions.

The contractor shall establish treatment schedules for all apartments, buildings, and common areas to be monitored and strictly adhere to those schedules. In the event a schedule cannot be met, the Contractor shall give a minimum of eight (8) hours advance notice to the designated site VIHA staff personnel. The vendor shall coordinate with the designated site VIHA staff personnel to reschedule a new date and time for the monthly inspection at a mutually agreeable time and date.

### **3. REPORTING PROCEDURES**

The designated site VIHA staff personnel will make all calls for pest/rodent problems, other than for routine monthly inspections, to the Vendor. The Contract Vendor will provide telephone, pager, and/or mobile numbers of personnel to contact on an as-needed basis for "Emergency and Non-Emergency" service calls. An outside answering service and/or voice mail system (i.e. answering machine/recorder) is not acceptable to VIHA as a contact for "non-emergency" and/or "emergency" situations.

The Exterminating Services Plan shall consist of the following parts:

1. Proposed methods for control, including the name of any pesticide(s) to be used, specimen labels, and Material Safety Data Sheets (MSDS sheets) for all pesticides proposed to be used. The Contractor shall include a list of brand names of rodent bait boxes and any other control devices or equipment.
2. Methods to be used to ensure the safety of building occupants and visitors to the site.
3. A description of the pest problem and any structural or operational changes that would facilitate the exterminating service's effort.
4. A list identifying the on-site person(s) who will be performing the exterminating services work. All pertinent information regarding their qualifications, experience, and training must also be provided.
5. A copy of any local license, if applicable, for every Contractor's representative who will be performing on-site service under this contract.

It shall be the Contractor's responsibility to carry out work according to the approved Exterminating Services Plan for each property or site. The Contractor shall obtain the concurrence of VIHA prior to implementing any changes to the approved Exterminating Services Plan, including additions or replacements to the pesticide list and to on-site service personnel.

The Contractor shall take all necessary precautions to ensure resident and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than spot or crack and crevice treatments, the Contractor shall make no applications of professional-use pesticides while resident occupants are present.

#### **4. MANNER AND TIME TO CONDUCT SERVICE**

The Contractor shall perform routine exterminating services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Exterminating Services Plan, the Contractor shall notify VIHA at least one (1) day in advance.

#### **5. SERVICE HOURS AND RESPONSIBILITIES**

All monthly maintenance work shall be performed during regular working hours (9:00 AM to 4:00 PM Monday through Friday). The contractor must sign in and sign out at the management office prior to beginning work and upon completion of work each time Contractor is at the site(s). The contractor shall also be required to present a photo I.D.

#### **6. QUALITY SERVICE**

If at any time during the contract period, services are not provided in accordance with the terms, conditions, and scope of work/specifications, a reasonable effort to resolve the problem will be made. If the problem still exists, a Vendor Performance Report (VPR) will be filed. The Contractor is required to respond to the VPR within fourteen (14) working days. Failure to respond to the VPR within the required timeframe and/or failure to correct the problem for which the VPR was lodged may result in the cancellation of all or part of the awarded contract.

#### **7. CONTRACTOR EXPERIENCE**

The Contractor shall have a demonstrated minimum of five (5) years' experience in conducting the required services, which can be documented through the references/work experience provided.

#### **8. ASSIGNMENTS AND SUBCONTRACTING**

The Contractor will not assign or transfer any percentage of the subsequent contract and the Contractor will not enter into a subcontract agreement to perform any services delineated within this proposal.

## 9. CONTRACTOR EMPLOYEES

The Contractor shall provide qualified service technicians fully trained in all aspects of exterminating services. All companies submitting an offer for consideration shall possess all licenses and certifications required by any applicable Federal, State, or local government law or regulations concerning the purchase, storage, handling, use, application and disposal of pesticides or other regulated chemicals or hazardous substances (collectively) herein "chemicals". All applicators shall be properly licensed and/or certified in the US Virgin Islands under the provisions of all such applicable laws and regulations. Unqualified individuals shall not be permitted to provide service under the terms of this contract. All required licenses and certifications must be maintained for the duration of the contract.

Evidence of license and certification shall be in possession of or in the applicator's vehicles at all times.

VIHA may request the removal of any Contractor personnel from the work site for cause, such as inappropriate behavior, unfit persons not skilled in the work, or lack of appropriate equipment or materials. VIHA shall not be responsible for the cost of returning or replacing this person at the work site.

## 10. SCHEDULE OF PAYMENTS

The contractor shall submit an original and two (2) copies of all standard invoices (typed or written in blue ink); billed monthly showing the number and address of apartments/areas treated, price per treatment, and total price to each affected VIHA managed property listed below. The Contract Number and Property Number (see listing below) for each property must be included on each invoice [i.e. VIHA-2017-000-AMP]. **The contractor shall invoice locations serviced at monthly prices offered on the awarded offer form.**

PROPERTY NUMBER	PROPERTY NAME	PROPERTY ADDRESS
AMP 11	Oswald E. Harris Court	Parcel #1, Est. Thomas, #5 New Quarter, Bldgs. 1-45
AMP 13	Estate Bovoni Apartments	#2-3A Estate Bovoni, Bldgs. A-E
AMP 14	Paul M. Pearson Garden	Parcel #1, Est. Thomas, #1 New Quarter, Bldgs. 1-9 & 24-30
AMP 14	H. H. Bergs Homes	#7 Hospital Ground, Bldgs. 1-22
AMP 14	Addition to Bergs Homes	#7 Hospital Ground, Bldgs. B1-B7
AMP 14	Lucinda A. Millin Home	Parcel #1A, Est. Thomas, #1 New Quarter
AMP 15	Michael J. Kirwan Terrace	#64 & 65 Estate Lindberg Bay, Bldgs. 4-22
AMP 15	The Knolls at Contant	Parcel #171, Estate Contant

## PART 3 – PROPOSAL SUBMISSION

### 3.1 Proposal Format and Structure

The proposal shall be submitted in a suitable binder with no loose documents, securely bound with tabs clearly identifying each section presented below, and properly identified in a table of contents. The Respondent must label its response using the following corresponding section/tab numbers so that VIHA can easily organize and navigate the Respondent's response.

The sections are delineated as follows:

- A. Introductory Letter.** The firm shall provide a brief synopsis on the company letterhead of its ability to perform the scope of work outlined in the RFP, business background and identify the benefits provided by it 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 3 years) changes in ownership and/or substantial leadership changes. Also, please include the location of the Firm'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 three (3) pages maximum.**

The Virgin Islands Housing Authority will evaluate all responses and will select the three (3) most highly qualified names or firms 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
A	Company Experience	Maximum 6 pages
B	Qualifications and Experience of Key Personnel	Maximum 8 pages
C	Technical Approach	Maximum 5 pages
D	Cost Proposal	Maximum 2 pages
E	Commitment to Diversity	Maximum 2 pages
F	Mandatory Submittals (See Section 5.1)	N/A - Use Forms

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

A page is considered to be one side of a single side of an 8½" x 11" paper, single-spaced using not smaller than 11-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 will be included in page count. VIHA will allow a font size no smaller than 9-point for 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 with respect to proposals is strongly encouraged.

**All information must be incorporated into a response to a specific requirement and clearly referenced.** Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

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

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

### **3.2 Submission of Proposals**

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

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

- A. **Submission Requirements:** Proposals must be emailed no later than the Proposal Due Date and Time. To [mmiller@vihousing.org](mailto:mmiller@vihousing.org).
- B. Each proposal and all materials submitted to VIHA in response to this RFP shall become the property of VIHA. Selection or rejection of a proposal does not affect his right.
- C. VIHA reserves the right to:

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

## PART 4 – PROPOSAL EVALUATION

### 4.1 Evaluation Factors and Award

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

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

Proposals will be evaluated based on the following Evaluation Factors:

TAB	WEIGHTED EVALUATION FACTORS	WEIGHT OF FACTOR
A	<b>Company Experience</b> <ul style="list-style-type: none"> <li>• Copy of Valid Business License</li> <li>• Demonstrated understanding of tasks outlined in work statement</li> <li>• Demonstrated experience with similar tasks</li> <li>• Quality and relevance of experience in conducting measurement and verification of energy savings for public housing authorities</li> <li>• Understanding of HUD regulations pertaining to PHA-managed energy performance contracts</li> <li>• Depth, relevance, and quality of work examples</li> <li>• Three (3) References</li> </ul>	25
B	<b>Qualifications and Experience of Key Personnel</b> <ul style="list-style-type: none"> <li>• Relevant licensure and certifications of assigned personnel</li> <li>• Overall experience of assigned personnel</li> <li>• Experience with assigned personnel with public housing authority energy projects</li> <li>• Experience with and understanding of HUD energy performance contracting regulations</li> <li>• Appropriate level and type of staff to complete work in a competent and timely manner</li> </ul>	25
TAB	WEIGHTED EVALUATION FACTORS	WEIGHT OF FACTOR
C	<b>Technical Approach</b> <ul style="list-style-type: none"> <li>• Proposals will be evaluated on the reasonableness and clear presentation</li> <li>• Proposals demonstrating an understanding of the required services of VIHA, and meeting the associated HUD rules and regulations, guidelines, and procedures</li> </ul>	25
D	<b>Cost Proposal</b> <ul style="list-style-type: none"> <li>• Preparation of a measurement and verification (M&amp;V) plan</li> <li>• Preparation of annual M&amp;V reports</li> </ul>	25



	<b>TOTAL</b> 100
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The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of VIHA. VIHA reserves the right to determine the suitability of proposals on the basis of all of these factors.

## 4.2 Evaluation Factor Description

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

### I. Company Experience

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP.

Describe the depth of your experience in energy engineering, utility rate analysis, utility accounting, benchmarking, and energy audits.

Describe the nature of your experience regarding building energy systems (analysis, specification, engineering design, operation & maintenance, installation, etc.). List the energy systems you have dealt with (lighting upgrades, boiler replacements/modifications, evaporative cooling, etc.)

Attach a sample measurement and verification report that demonstrates your engineering work, writing skills, presentation of technical information, and engineering calculations. (Note: five copies need to be submitted with the proposal, but they should be separated from the rest of the response.)

Provide at least three references for other comparable agencies. For each reference, include company names, beginning/ending dates of contracts, a description of the work performed, and names, titles, and telephone numbers of individuals that VIHA can contact as references for your firm. Respondent shall submit references on **Exhibit L – Contractor Responsibility Survey**.

### II. Qualifications and Experience of Key Personnel

Provide a current resume or biographical sketch for all personnel who will be assigned to this contract. Indicate the specific tasks that they will be assigned. Include each individual's job classification, academic degrees, professional registration, areas of contract responsibility,

Describe the relevant qualifications and experience each technical staff member had in performing pertinent tasks identified in the Scope of Work.

### III. Technical Approach

Describe your firm's understanding of VIHA's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work. Include a work plan with a schedule for tasks, subtasks, and deliverables.

Identify a proposed organizational structure for managing the proposed work, as well as specific staffing assignments. The staffing should reflect the actual project leads, not simply the senior leadership of the firm. The organization structure should identify a single point of contact from the proposing firm who will be responsible for all project management.

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work the



Proposer intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority/woman-owned business enterprises.

#### **IV. Cost Proposal**

The proposer shall provide the total fees for the requested services. Fees shall be proposed on a flat-fee basis and shall include all travel and related expenses.

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

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

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

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

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

A proposal receiving an acceptable evaluation from the Evaluation Committee will be submitted to VIHA's Board of Commissioners for approval subject to the availability of funding.

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 (12) months, with two (2) possible extensions of one-year (12) months, provided the owner is in compliance with the Service Agreement as determined by VIHA.

## **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:

<b>MANDATORY SUBMITTALS</b>
<b>Exhibit A – Fee Proposal Form</b>
<b>Exhibit B – W-9-Request for Taxpayer Identification Number and Certification</b>
<b>Exhibit C – Required Representations and Certifications</b>
<b>Exhibit D – Subcontractor Data Form</b>
<b>Exhibit E – Section 3 Business Self-Certification Form</b>

<b>Exhibit F – Principal Personnel Disclosure Statement Certification and Instructions</b>
<b>Exhibit G – Respondent Disclosure Certification</b>
<b>Exhibit H – Liability Questionnaire</b>
<b>Exhibit I – HUD-50071 - Certification of Payments to Influence Federal Transactions</b>
<b>Exhibit J – Record of Comparable Projects in Past Two (2) Years</b>
<b>Exhibit K – Record of Comparable Projects in Progress</b>
<b>Exhibit L – Three Completed Contractor Responsibility Survey</b>
<b>Exhibit M – Addenda Acknowledge Form</b>
<b>DUNS NUMBER</b>

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

## 5.2 Principal Personnel Disclosure Statement Certification Form

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

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

## 5.3 Disclosure Statement

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

## 5.4 Certification Regarding Debarment

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

# PART 6 – RFP ADMINISTRATIVE TERMS AND CONDITIONS

## 6.1 Required VIHA Respondent Registration

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

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

## **6.2 Cost of Proposals**

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

## **6.3 Ownership of Documents**

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

## **6.4 Rejection of Proposals**

VIHA may reject any or all proposals. Action to reject all proposals shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by VIHA.

## **6.5. New Equipment**

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

## **6.6. Taxes**

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

## **6.7. Contractor Status**

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

## **6.8. Funding Limitations**

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

## **6.9. Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify VIHA in writing specifying the regulation which requires an alteration. VIHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to VIHA.

**6.10 Section 3**

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, VIHA strongly encourages Section 3 participation.

**6.11 Errors – Proposal Rejection**

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

**6.12 Acceptance Period**

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

**6.13 Proposal Signature**

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

**6.14 Withdrawal of Proposals**

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

**6.15 VIHA Authorized Procurement Authority**

In accordance with VIHA's Final Amended Procurement Policy Statement contracts in excess of \$150,000 shall be subject to approval by VIHA's Board of Commissioners prior to award and contract execution.

**6.16 Amendments to Solicitation**

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

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

**6.17 Cancellation of Solicitation**

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

**6.18 Contracting Officer**

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

#### **6.19 Due Diligence**

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, VIHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$150,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. VIHA shall not contract with firms and/or individuals listed on *List of Parties Excluded from Federal Procurement and Non-procurement Programs*. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

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

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

#### **6.21 Insurance Requirements**

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

- A. Worker's Compensation, in accordance with the laws of the Territory of the U.S. Virgin Islands (minimum of \$50,000)
- B. The A/E shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as required by law, all in minimum amounts as set forth below. The A/E shall furnish the Owner certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General Liability policies.
- C. Professional Liability containing errors and omissions coverage in an amount not less than \$1,000,000.00
- D. General Liability covering bodily injury, personal injury, and property damage in an amount not less than \$250,000.00
- E. Automotive Liability covers bodily injury and property damage in an amount not less than \$50,000.00.
- F. **VIHA shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA, its officers, agents, and employees, harmless from any and all claims made against VIHA's officers, agents, and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which 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.
- G. **Proof of insurance shall be provided to VIHA prior to execution of this Contract and at the beginning of each option term (if applicable).** VIHA specifically reserves the right to require the Contractor to provide certified copies of such policy or policies.

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**

Jimmy Farmer, Director of Asset Management, is responsible for the administration of this contract unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert Graham, CPM, Executive Director. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

**6.23 Contract Period**

The Contractor shall complete all work hereunder within the terms of the contract. The contract period shall be for one (1) year from the Execution Date of the Contract.

**6.24 Option to Extend**

The contract shall have two (2) options to extend. Option one (1) is for up to one (1) additional twelve (12) month period and Option two (2) is for up to one (1) additional twelve-month period. The total contract period shall not exceed three (3) years from the Effective Date of the contract, i.e., the date on which the original contract is executed by VIHA.

**6.25 Holidays**

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

New Year's Day	Three King's Day
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 observed.

**6.26 Termination of Convenience and Default**

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

**6.27 Advertising**

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

## **6.28 Notices**

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

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

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

## **6.29 Compliance with Law**

The Contractor, and its subcontractors at all tiers, shall ensure the strictest compliance with all applicable Federal, State/Territory and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), applicable Americans with Disabilities Act ("ADA") and amendments, Fair Housing Act ("FHA"), 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) related to such development. To the extent such work is related to a mixed-finance development, the Contractor shall comply with the provisions of 24 CFR ' 941.208. The Contractor shall obtain, at the Contractor's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

## **6.30 Indemnification**

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

## **6.31 Standards of Conduct**

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

**ATTACHMENT**



**REQUEST FOR PROPOSAL #2022-011**  
**EXTERMINATING SERVICES – ST. THOMAS**  
**INSECT & RODENT CONTROL**  
**EXHIBIT A FEE PROPOSAL FORM - INITIAL AND OPTION YEARS**

**FEE PROPOSAL FORM INSTRUCTIONS:**

Offers shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this Proposal. 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 Respondent wishes to include additional information, the Respondent may do so with attachments. **All offers must be submitted on the form provided by VIHA.** Failure to provide an offer for each community delineated in this Proposal 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 community for which no price is submitted. Please type all prices.**

VIHA reserves the right to negotiate the price and schedule with any Respondent.

**THE OFFER PRICE REQUIRED SHALL BE A WEIGHTED AVERAGE IN DETERMINING THE PER APARTMENT COST.**

COMMUNITIES	APARTMENT SERVICES, SERVICE AREAS, RODENT CONTROL SERVICE						
	# OF UNITS	INITIAL YEAR		OPTION YEAR 1		OPTION YEAR 2	
		MONTHLY	ANNUAL	QUARTERLY	ANNUAL	QUARTERLY	ANNUAL
OSWALD E. HARRIS COURT	298						
ESTATE BOVONI APARTMENTS	366						
PAUL M. PEARSON GARDEN	120						
H. H. BERGS HOMES	50						
ADDITION TO BERGS HOMES	24						
LUCINDA A. MILLIN HOME	85						
MICHAEL J. KIRWAN TERRACE	126						
THE KNOLLS AT CONTANT	96						
<b>TOTAL</b>							

1. **\*SERVICE AREAS REFER TO THE PROPERTY MANAGEMENT OFFICES, CENTRAL OFFICE, COMMUNITY CENTERS, PUMPHOUSES, MAINTENANCE ZONE OFFICES (WHERE APPLICABLE), AND TRAINING CENTERS (WHERE APPLICABLE).**

\$ \_\_\_\_\_ PRICE PER BAIT STATION

\$ \_\_\_\_\_ PRICE PER GLUE BOARD OR RAT TRAP

**REQUEST FOR PROPOSAL #2022-011**  
**EXTERMINATING SERVICES – ST. THOMAS**  
**INSECT & RODENT CONTROL**  
**EXHIBIT A FEE PROPOSAL FORM - INITIAL AND OPTION YEARS**

CONTRACTOR MUST PROVIDE THE COST THAT WILL BE CHARGED TO VIHA PER BAIT STATION INSTALLED. YOU WILL NOT INCLUDE THE PRICE PER BAIT STATION IN YOUR RODENT CONTROL COST; HOWEVER, VIHA REQUIRES THE COST TO BE LISTED SEPARATELY.

**TERMITE CONTROL FEE SECTION**

**TERMITE TREATMENTS**

Price per Linear Foot

\$ \_\_\_\_\_

- OR -

**TERMITE TREATMENTS**

Price per Square Foot

\$ \_\_\_\_\_

**BED BUG CONTROL FEE SECTION**

**BED BUG TREATMENTS**

Price per Linear Foot

\$ \_\_\_\_\_

- OR -

**BED BUG TREATMENTS**

Price per Square Foot

\$ \_\_\_\_\_

**HOW TO CALCULATE YOUR FEES:**

The anticipated start date for this contract is on or before August 23, 2022. In calculating your fees, keep the following in mind:

1. You will be required to service each apartment in the communities assigned monthly.
2. If the per linear foot or per square foot for termite amount will change during option years one (1) or two (2), please indicate the price increase on this form.

**DATE**

**COMPANY PROVIDING OFFER**

**REQUEST FOR PROPOSAL #2022-011**  
**EXTERMINATING SERVICES – ST. THOMAS**  
**INSECT & RODENT CONTROL**  
**EXHIBIT A FEE PROPOSAL FORM - INITIAL AND OPTION YEARS**

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

# EXHIBITS

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- 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.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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



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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

**VIRGIN ISLANDS HOUSING AUTHORITY**  
**REQUIRED REPRESENTATIONS AND CERTIFICATIONS**

- (B) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (1) through (3) above; (ii) As an authorized agent, does certify that the principals named in subdivision (B)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (1) through (3) above; and (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (1) through (3) above.

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

**IV. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

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

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

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

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

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

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

**V. CONFLICT OF INTEREST**

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

**VI. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

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

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

**VIII. RESPONDENT'S SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

# VIRGIN ISLANDS HOUSING AUTHORITY

## REQUIRED REPRESENTATIONS AND CERTIFICATIONS

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

### I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

### III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that-

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

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

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

## VIRGIN ISLANDS HOUSING AUTHORITY 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.

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

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

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

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

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

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

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

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

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

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

Reproduce form as necessary.

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

The Respondent represents and certifies that it...

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

**Category 1 Business**

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

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

**Category 2 Business**

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

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

**Category 3 Business**

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

**Category 4 Business**

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

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

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

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

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

\_\_\_\_\_  
Notary

My commission expires

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

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

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>
Owner (PRINT NAME)	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
Signature	Signature	Signature	Signature
Title	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title

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

**Signature of Respondent:**

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

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

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

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

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

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

---

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

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE**

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

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

**DISCLOSURE STATEMENT INSTRUCTIONS**

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

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

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

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

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

**Signature of Respondent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



# VIRGIN ISLANDS HOUSING AUTHORITY

## RESPONDENT DISCLOSURE CERTIFICATION

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

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

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

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

### VIHA EMPLOYEE DISCLOSURES

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

### VIHA BOARD OF COMMISSIONERS DISCLOSURES

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

### PUBLIC OFFICIALS DISCLOSURE

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

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Sworn to and subscribed

Name \_\_\_\_\_

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

Title \_\_\_\_\_

NOTARY PUBLIC

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

### FINANCIAL OR PERSONAL INTEREST DISCLOSURE

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

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

- |  |   |
|--|---|
| <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. 01/31/2017)

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  
**RECORD OF COMPARABLE PROJECTS IN PROGRESS**

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

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

# 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:**

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## REFERENCE CONTACT INFORMATION...

SURVEY DATE

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CONTACT PHONE NUMBER / EMAIL ADDRESS

CONTRACT AMOUNT (\$)

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VIRGIN ISLANDS HOUSING AUTHORITY  
**ADDENDA ACKNOWLEDGEMENT FORM**

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

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

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

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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>	