



INVITATION FOR BIDS #2023-0001

GENERAL CONTRACTOR

FOR

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

Published Date

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Due Date

February 24th, 2023

Robert Graham, CPM
Executive Director

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PART 1 – GENERAL INFORMATION

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

The Virgin Islands Housing Authority (VIHA)

The Virgin Islands Housing Authority (VIHA), a public body corporate and political, is located within the United States Virgin Islands, an un-incorporated territory of the United States. VIHA is responsible for planning, financing, constructing, maintaining, and managing all public housing developments located on the three islands of St. Thomas, St. John and St. Croix, which include ten (10) Asset Management Projects (AMPs) with 2,634 public housing units in 22 communities. VIHA’s mission is to create vibrant, dynamic, sustainable communities so families can evolve economically, and to improve lives and strengthen communities through quality, safe and affordable housing, and by providing a myriad of services to empower public housing residents. VIHA also administers the Territory’s Housing Choice Voucher Program, which currently provides rental assistance in 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.

VIHA has embarked on an ambitious strategic plan to transform its public housing portfolio within 10 years through partnerships with developers, leveraging HUD’s Rental Assistance Demonstration Program (“RAD”) and 20-year project based rental assistance contracts, as well as additional disaster recovery funds, including Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and Federal Emergency Management Agency (“FEMA”) funds available.

MDG-RNY VI Developers LLC (MDG)

MDG-RNY VI Developers LLC, with its affiliated construction company, MDG Design & Construction LLC (collectively, “MDG”) is a leading affordable housing contracting and development firm based in New York, specializing in the rehabilitation and new construction of affordable residential apartment buildings. Over the past 30+ years, MDG has built a strong track-record of completing over 900 buildings, 22,000 units and over \$2.2 billion dollars of development and construction cost.

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

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

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

1. Solicitation Purpose

The Developer has issued this Invitation for Bids (“IFB”) to define the minimum service requirements, solicit bids, detail bid requirements, contractor requirements, and outline the process for evaluating bids and selecting a General Contractor (licensed) to secure a firm, fixed-price service agreement for the D. Hamilton Jackson Terrace (“Hamilton”) & Alphonso “Piggy” Gerard Complex (“Piggy”) Revitalization project (collectively, the “Project”) located in Christiansted, St. Croix. Although the Hamilton-Piggy Project will be constructed as one project, the Project will be financed through two separate and concurrent financial closings, (i) a 9% LIHTC transaction, which will include Hamilton buildings 1-7 (7 residential buildings and 54 units total), and (ii) a tax exempt bond/4% LIHTC transaction, which will include Hamilton buildings 8-14 and Piggy buildings 1-7 (14 residential buildings and 70 units total). We also note that a portion of the Piggy site is included in a regulatory floodway – the Piggy buildings impacted by this regulatory floodway have been excluded from this Project entirely. Upon completion of the phased rehabilitation, with short term tenant relocation during construction, the Project will include 124 units comprised of 32 one-bedroom units, 54 two-bedroom units, 32 three-bedroom units and 6 four-bedroom units.

MDG and VIHA’s first site, Walter I.M. Hodge Pavilion, closed in 2022 and is currently under construction. MDG and VIHA have long term plans to develop additional multi-phased, large-scale projects. The success of this Project and related partnerships will provide construction and local economic impact opportunities for General Contractors and sub-contractors.

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

The Project has been submitted to HUD’s Rental Assistance Demonstration (“RAD”) program. Under RAD, the Project will be removed from Section 9 (public housing) and receive funding through a project-based section 8 agreement. Financing for the Project is being secured for construction with an anticipated closing in the third quarter of 2023. These timelines are preliminary and may change post-award.

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

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

- Address: A portion of Parcel Nos. 13A, 13-B, 13-BA&C, 14 Estate Richmond Company Quarter, St. Croix, U.S. Virgin Islands
- Site size: Approximately 8 Acres, 21 residential buildings, 1 community center/management office building and ancillary maintenance infrastructure
- Units: 124 (110 units at Hamilton and 14 units at Piggy)
- Financing: HUD RAD, Tax-exempt bonds/4% LIHTC, 9% LIHTC, CDBG-DR & FEMA funds

Proposed Plan: VIHA & MDG plan to rehabilitate the Project, including apartment interiors, exteriors, and community spaces. Due to the financing structure of two separate and concurrent financial closings, the Project will be required to have two construction contracts, details of which will be finalized after selection. Existing residents will be temporarily relocated in phases throughout either the sites or to an adjacent off-site location for the rehabilitation, which will include new roofs, window systems and façade treatment along with landscaping and site plan improvements to transform the look of the site. Apartments will receive new bathroom and kitchen finishes, additional resiliency/sustainability design measures such as adding CCTV security cameras, solar PV panels, emergency generators, new EnergyStar appliances and LED lighting throughout.

In addition, VIHA & MDG are committed to ensuring outreach efforts to publicize training, employment and contracting opportunities are given to low-income and local residents and businesses, including at least two job fairs and two small business workshops required to be held by the selected General Contractor, as well as

a minimum of 5 Youthbuild workers or apprenticeship participants and meet HUD’s section 3 hiring goals, including reporting by labor hours worked and utilizing LCP tracker compliance software.

All work shall be complete within twenty-seven (27) months of the Notice to Proceed.

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

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

Please Note: Respondents are responsible for reading this IFB and all exhibits, in its entirety, as updates and revisions have been added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

2. Schedule of Events

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

EVENTS	DATE AND/OR TIME
IFB Released	Friday, January 27, 2023
Pre-Bid Conference/ Site Inspection:	<p>Thursday, February 9, 2023, at 11:30 A.M. AST held at the D. Hamilton Jackson Terrace Community Center. Attendance in person is strongly encouraged. If unable to attend in person, please join the meeting from your computer, tablet or smartphone via the dial-in information included below. +1 516-408-2258,,616870774#</p> <p><i>(All attendees must register Ms. Marilyn Miller via email MMiller@vihousing.org, copy to: PPetri@mdgny.com, copy to: CLEvenson@mdgny.com, prior to Pre-Bid Conference/Site Inspection.)</i></p> <p><i>(Full Site Visit immediately following Conference)</i></p>
Deadline for Questions	Monday, February 13, 2023 , at 10:00 A.M. AST
Bid Due Date and Time	<p>Friday, February 24, 2023, at 2:00 P.M. AST Please join the bid opening from your computer, tablet or smartphone via the dial-in information included below. +1 516-408-2258, 512180992#</p>

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

PART 2 – INSTRUCTIONS TO RESPONDENTS

1. Communications

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

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

Prohibited communications 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 bid of any Respondent violating this provision.

- A. Questions must be submitted in writing via facsimile to the attention of Marilyn Miller, Procurement Manager, via email to mmiller@vihousing.org. **VIHA will receive requests for additional information and/or clarification relative to this solicitation until Monday, February 13, 2023, at 10:00 A.M. AST.**
- B. Responses to these questions will be addressed in writing and issued as an addendum to this IFB. The Developer **will not** respond to requests for information after the date stated above.
- C. **It is the responsibility of the Respondent to monitor VIHA’s website for any addenda issued.** All Respondents are encouraged to frequently check VIHA’s website for additional information.
- D. All requests for information or clarification pertaining to this solicitation must be addressed in writing.

IFB Point of Contact
Marilyn Miller Procurement Manager Virgin Islands Housing Authority Procurement Department 9900 Oswald Harris Court St. Thomas, VI 00802 Email: mmiller@vihousing.org

2. Code of Standards

External Organizational Conflicts

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

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

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

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

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

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

Internal Organizational Conflicts

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

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

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

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

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

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

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

3. Specifications/Project Drawings/Plans

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

4. Submission of Bids

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

St. Croix	St. Thomas
Virgin Islands Housing Authority 9299 Estate Slob Kingshill, VI 00850 Attn: Primrose Reifer	Virgin Islands Housing Authority 9900 Oswald Harris Court St. Thomas, VI 00802 Attn: Chearon Donovan

BID DOCUMENTS shall be labeled with the following:

Name of Contractor

IFB #2023-0001 – General Contractor for D. Hamilton Jackson Terrace & Alphonso “Piggy” Gerard Complex REVITALIZATION

Bids Due: Friday, February 24, 2023, at 2:00 P.M. AST

5. Bid Form

Each Respondent must submit **one (1) original and three (3) copies, and one (1) electronic copy (in the form of a USB flash drive)** of their bid response. **(DO NOT STAPLE BID RESPONSE)** All bids must be submitted on the Bid Form provided by the Developer in **both PDF and EXCEL FORMAT** (see *Bid Form*). Failure to provide a bid for each item delineated on the Bid Form may result in the bid being determined “non-responsive” and subsequently disqualified from consideration. After bid acceptance the Developer will request the General Contractor to provide greater level of bid detail and to split of the bid into the two parts of the Project within a reasonable period of time.

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

Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent’s bid shall subject the bid to rejection. If the Respondent wishes to include additional information, the Respondent may do so with Exhibits. Please type all prices.

6. No Offer

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

7. Rejection of Bids

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

8. Modification of Solicitation

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

9. Modification of Contract

The Developer reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to award portions of this IFB, to waive minor informalities and technicalities, and to make awards consistent with VIHA's policies, and the laws governing the U.S. Department of Housing and Urban Development (HUD) programs.

10. New Equipment

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

11. Taxes

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

12. Contractor Status

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

13. Cost of Bids

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

14. Funding Limitations

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

15. Government Restrictions

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

16. Section 3

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, the Developer requires Section 3 participation. The General Contractor must undertake appropriate efforts to direct employment, training, and contracting opportunities arising as part of this Project to low and very low income persons, including developing a Section 3 Plan that includes labor hour projections and planned outreach and recruitment activities. Under the HUD guidelines and requirements, all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of funding via this IFB shall take necessary and reasonable steps to provide business opportunities to Section 3 qualified business concerns. The Section 3 goals are as follows:

For all contractors or subcontractors awarded a contract in excess of \$100,000:

- The General Contractor shall use its best efforts to expend not less than twenty-five (25%) of all labor hours to be performed by a Section 3 worker and five (5%) of all labor hours to be performed by Targeted

Section 3 workers. Section 3 and Targeted Section 3 workers are fully defined in 24 CFR Part 75, and described below.¹

- The General Contractor shall participate with and apply for, federal or private funds to support apprenticeship and workforce development programs.
- General Contractor will be expected to hire a minimum of 5 Youthbuild or apprenticeship participants for construction training jobs, to the extent feasible.
- Outreach at a minimum shall include participation in at least two job fairs and two small business workshops with Developer, attendance at additional resident meetings at the Project to discuss hiring and job opportunities with the Project residents and public advertisement for sub-contracting opportunities on at least one occasion.

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

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

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

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

17. Errors – Bid Rejection

- A. General. Correction or withdrawal of bids requires careful consideration.** The integrity of the competitive bidding system must be maintained, fairness ensured, and delays avoided. While bidders must be bound by their bids (the “firm bid rule”), circumstances may arise where correction or withdrawal of bids is proper and may be permitted.
- B. Mistakes Before Bid Opening.** Unless otherwise prohibited by State or local law, bidders shall be permitted to withdraw or modify their bids by written or facsimile notice prior to bid opening (see form HUD-5369, Item 5).
- C. Review of Bids for Mistakes.** After the bid opening, the Contracting Officer should carefully review all bids to ensure that the bidders have not made any obvious mistakes in their bids, e.g., the sum of individual bid line items does not equal the total bid price. An item-by-item recalculation of the bid costs will often reveal the miscalculation or error. If a bidder appears to have made a mistake, the Contracting Officer should immediately notify a bidder of any apparent mistake in his/her bid and request verification of the bid as submitted. If the bidder is not present at bid opening, or if the Contracting Officer performs the bid review after opening takes place, the Contracting Officer should notify the bidder by phone. PHAs are strongly advised to confirm phone notifications with a follow-up letter containing the information communicated by phone. The Contracting Officer should place a copy of the letter or otherwise document the procurement file.

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

- D. **Mistakes after Bid Opening.** In general, bidders should not be permitted to change a bid after bid opening. In rare cases, the Contracting Officer may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to the Contracting Officer, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in the PHA's bidding process. Therefore, the Contracting Officer should request as much evidence as he or she deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. PHA personnel should consult with their legal counsel before allowing a change in bid. If justified, a low bidder can be replaced with the next lowest bidder.
- E. **Withdrawal of Bids.** Withdrawal of a bid is permissible if there is an obvious error in the bid such as a math error, but the mistake must be readily apparent from the bid itself. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. A bidder may also be permitted to withdraw a low bid if the bidder submits written evidence that clearly and convincingly demonstrates that a mistake was made. The PHA should require written supporting evidence before allowing withdrawal by the bidder. If the PHA allows withdrawal, the bid bond should be returned to the bidder upon verification of the error. In cases of alleged mistakes or requests for withdrawal, the decision to allow a correction or withdrawal should only be made after consultation with the PHA's legal counsel.

18. Acceptance Period

All Respondents submitting a bid must agree to honor the terms and conditions contained herein for a period of 188 days from the Bid Due Date as per the table above, inclusive of any Bid Due Date addendum extensions. Additionally, a price extension factor for additional days thereafter to coincide with a construction closing on December 31st, 2023 is requested.

19. Bid Signature

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

20. Bid Withdrawal

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

PART 3 – BID EVALUATION PROTOCOL

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

1. Due Diligence

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, the Developer shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. The Developer shall not contract with firms and/or individuals listed on *List of Parties Excluded from*

Federal Procurement and Non-procurement Programs. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

2. Bid Evaluation Period

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

PART 4 – REQUIREMENTS OF THE CONTRACTOR

1. Mandatory Submittals

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

MANDATORY SUBMITTALS
Cover Letter
Hiring Affirmation Statement Form- Attached
Bid Form/Sheet- Attached
5% Bid Bond (if applicable, see HUD Form 5369 - Instructions to Bidders for Contracts)
Dun & Bradstreet (D-U-N-S) Number for the contractor
HUD Form 5369 - A: Representations, Certifications, Other Statements of Bidders
HUD Form 5370 - General Conditions of the Contract for Construction
Copy of Valid Business License
W-9-Request for Taxpayer Identification Number and Certification
Financial or Personnel Disclosure Statement Certification
Required Representations and Certifications
Subcontractor Data Form
Section 3 Business Self-Certification Form
Principal Personnel Disclosure Statement Certification and Instructions
Liability Questionnaire
Respondent Disclosure Certification
Three (3) Contractor Responsibility Surveys <i>(References submitted must address the Respondent’s experience in the areas requested within this IFB.)</i>
Record of Comparable Projects Completed in Past Two (2) Years
Record of Comparable Projects in Progress
HUD-50071 - Certification of Payments to Influence Federal Transactions
No Offer Form (if applicable)
Addenda Acknowledge Form
Federal System for Award Management (SAMs) number
M/WBE & Section 3 Employment Prevailing Wage Confirmation

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

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

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

COVER LETTER

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

- a. Previous experience rehabilitating and constructing multi-family residential developments as a General Contractor.
- b. A designated Senior Project Manager with documented experience with at least two projects completed in the last ten years of at least 85 units of multi-family housing, including land development and of \$10,000,000 or greater construction cost.

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

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

2. Licenses/Permits

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

3. Insurance Requirements

The following insurance coverage shall be carried by the Contractor during the term of this contract and will be subject to approval by the Developer. The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by the Developer. The Contractor shall cause the appropriate entity to maintain and keep in force the applicable insurance requirements as described in the attached Exhibit H.1.

- A. Worker's Compensation, in accordance with the laws of the Territory of the U.S. Virgin Islands.
- B. The Contractor shall carry insurance, at a minimum, of: Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate with combined minimum limits of coverage of \$100,000 per occurrence; motor vehicle liability insurance with minimum limits of \$1,000,000 per accident for bodily injury and property damage; \$5,000,000.
- C. **VIHA & MDG shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA & MDG, its officers, agents and employees, harmless from any and all claims made against VIHA & MDG's officers, agents and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agreement to indemnify and hold VIHA & MDG, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.
- D. **Proof of insurance shall be provided to the Developer prior to execution of this Contract.** The Developer specifically reserves the right to require the Contractor to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Marilyn Miller, Procurement Manager, Procurement Department,

9900 Oswald Harris Court, St. Thomas, Virgin Islands 00802, sent by certified mail, return receipt requested.

4. Bonding and Guaranty Requirements

Bid Bond

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

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

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

Performance and Payment Bonds

1. PERFORMANCE BOND

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

2. SURETY (PAYMENT) BOND

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

3. 20% CASH ESCROW (permitted only upon request to, and at the discretion of the Developer)

4. A 25% IRREVOCABLE LETTER OF CREDIT (permitted only upon request to, and at the discretion of the Developer)

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

Completion Guaranty

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

5. Labor Compliance Requirements

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

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

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

Please note that the final prevailing wage obligations and applicable Davis Bacon prevailing rates may be set at the date subsequent to the date of your proposal submittal. The Developer anticipates the final Davis Bacon Prevailing wage rate schedule to be effective no later than 12/31/2023. Therefore, your bid should anticipate potential increases in rates up to 12/31/2023 effective date.

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

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

6. Compliance with Accessibility Standards

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

PART 5 – CONTRACT ADMINISTRATION INFORMATION

1. Contract Administration

Marilyn Miller, VIHA Procurement Manager, is responsible for the administration of this contract, unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert Graham, CPM, Executive Director. The Contracting Officer is responsible for final approval and acceptance of all services rendered. We note that due to the financial structure of the project the general contract(s) may be executed separately but simultaneously for each of the two parts of this project and may be signed by VIHA as the contracting party. Additionally, prior to the Contract, at the Developer’s request, the Contractor and Developer shall enter into a Preconstruction Services Agreement for the Contractor to provide pre-development services to the Project for a total amount of \$137,500 for period of 3-6 months.

2. Contract Period

The Contractor shall complete all work hereunder within the terms of the contract. Contract period shall be for **twenty seven (27) months** as stated within the time schedule established within the Notice to Proceed. In accordance with Section 33 of the HUD Form 5370 - General Conditions of the Contract for Construction, if the Contractor fails to complete the work within the time period specified in the contract, as specified in Section 32 of

HUD Form 5370 - General Conditions of the Contract for Construction captioned Default, the Contractor shall pay as liquidated damages the sum of **\$1,000** per calendar day of delay.

3. Holidays

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

New Year's Day	Three King's Day
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.

4. Termination for Convenience and Default

The Developer reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of the Developer in accordance with Clause 34 of the HUD Form 5370 - General Conditions of the Contract for Construction. If terminated, the Developer will notify the Contractor of the termination in writing by certified mail; return receipt requested and shall pay Contractor for services rendered prior to Contractor's receipt of notice of the contract termination.

PART 6 – SPECIAL CONTRACT REQUIREMENTS

1. Advertising

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

2. Notices

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

Robert Graham, CPM
Executive Director
The Virgin Islands Housing Authority
9900 Oswald Harris Court
St. Thomas, Virgin Islands 00802
Via Email at rgraham@vihousing.org

B. Any protest against this procurement action must be received prior to the due date for receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, emailed to Marilyn Miller at mmiller@vihousing.org and must give complete and detailed grounds why the actual or prospective Contractor is protesting the solicitation and/or award. The bid protest shall be submitted to the authorized Developer personnel or designee, who shall review the protest and all other related information and issue a written decision on the matter. The authorized Developer personnel or designee may, at their discretion, suspend the procurement and/or contract award pending resolution of the

protest, if warranted by the facts presented. The authorized Developer personnel or designee will have final ruling authority.

3. Compliance with Law

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

For procurements that include FEMA funding (see Part 1 – General Information, paragraph 2), the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 (<https://www.govinfo.gov/content/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value.

4. Indemnification

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

5. Standards of Conduct

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

[END OF DOCUMENT]