



REQUEST FOR QUOTES #2024-006

Directors and Officers Liability Insurance

Wednesday, April 3, 2024



Dwayne Alexander, CPM
Executive Director

ATTACHMENTS

ATTACHMENT A

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

ATTACHMENT B

HUD-5370-C (Section I)-General Conditions for Non-Construction

ATTACHMENT C

Loss Run March 26, 2019, through March 26, 2024

MANDATORY SUBMITTALS (EXHIBITS)

EXHIBIT A

Quote 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

EXHIBIT K

Contractor Responsibility Survey

EXHIBIT L

Addenda Acknowledgement

GENERAL INFORMATION

The Virgin Islands Housing Authority (VIHA)

The Virgin Islands Housing Authority (VIHA), a public body corporate and political, is located within the United States Virgin Islands, an 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 (A.M.P.s) with 2,536 public housing units in 24 communities. VIHA's mission is to create vibrant, dynamic, sustainable communities so families can evolve economically, and to improve lives and strengthen communities through quality, safe and affordable housing and by providing a myriad of services to empower public housing residents. VIHA also administers the Territory's Housing Choice Voucher Program, which currently provides rental assistance in the form of vouchers to 1,455 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.

A. SOLICITATION PURPOSE

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA, has issued this Request for Quotes (RFQ) to define the requirements, solicit quotes, outline the process for evaluating quotes, and selecting the subsequent Contractor(s) to secure Directors and Officers Liability Insurance that provides financial protection for its directors and officers in the event that liability or suit arises from the performance of their duties as they relate to VIHA.

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

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

Please Note: Respondents are responsible for reading this Request for Quotes 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.

B. SCHEDULE OF EVENTS

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

MILESTONES	DATE AND/OR TIME
RFQ Released	Wednesday, April 3, 2024
Deadline for Questions	Tuesday, April 9, 2024, by 12:00 P.M. LOCAL TIME
Quote Due Date and Time	Tuesday, April 23, 2024, by 2:00 P.M. LOCAL TIME

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

C. COMMUNICATIONS

All communications regarding this RFQ shall be in writing and **must** be directed to the following Point of Contact, VIHA's only point of contact for this RFQ.

RFQ POINT OF CONTACT

Marilyn Miller
Procurement Manager
Virgin Islands Housing Authority
Procurement Department
9900 Oswald Harris Court
St. Thomas, VI 00802-3100
Email: mmiller@vihousing.org

NOTICE: Unauthorized contact regarding this RFQ with other employees of VIHA may result in disqualification from this procurement action.

1. VIHA has assigned the following identification number that must be referenced in all communications regarding the RFQ:

RFQ# 2024-006
2. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.
3. Each Respondent shall assume the risk of the method of dispatching any communication or quotation to VIHA. VIHA assumes no responsibility for delays or delivery failures resulting from the method of dispatch.
4. VIHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
5. VIHA's official responses and other official communications pursuant to this RFQ shall constitute an amendment to this RFQ.
6. Only VIHA's official, written responses and communications shall be considered binding with regard to this RFQ.
7. VIHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ.

D. SCOPE OF WORK/SERVICES

The Virgin Islands Housing Authority (VIHA) is desirous of obtaining Directors and Officers Liability Insurance that provides financial protection for its directors and officers in the event that liability or suit arises from the performance of their duties as they relate to VIHA.

This insurance shall include but not be limited to any actual or alleged act, errors, and omissions, misstatements, misleading statements, or breach of fiduciary duty regarding Wrongful Acts. Furthermore, VIHA requests that this insurance coverage includes Employment Practices Liability Insurance as part of the comprehensive coverage. This insurance shall protect VIHA against its employees, former employees, or potential employees. It shall cover discrimination (age, sex, race, disability, etc.), wrongful termination or employment, sexual harassment, and other employment-related allegations.

The positions that shall be covered under this policy are as follows:

- Executive Director
- Board Members
- Chief Operating Officer
- Director of Asset Management

- Assistant Director of Asset Management
- Director of Administration
- Chief Financial Officer
- Director of Housing Choice Voucher Program
- Director of Modernization & Development
- Director of Portfolio Management & Transition
- Director of Information Technology
- Director of Resident Wellness
- Assistant Director of Resident Wellness
- Compliance Auditor
- Human Resources Manager
- Procurement Manager
- Property Managers-STT/STX
- Assistant Property Managers-STT/STX

VIHA reserves the right to make changes to the positions covered under this policy throughout the term of the policy.

The policy shall have the following limits:

LIMIT OF LIABILITY	\$5,000,000 In the Aggregate for the Policy Period
EACH CLAIM	\$25,000

Underwriters shall be liable to pay One Hundred Percent (%100) of Loss, which is excess of the Retention, up to the available Limit of Liability resulting from each claim.

E. PERFORMANCE OF WORK

CONTRACT PERIOD

The contract period shall be for one (1) year from the Execution Date of the contract.

OPTION TO EXTEND

The contract shall have two one-year renewal options. The total contract period shall not exceed three (3) years from the Effective Date of the contract, i.e., the date on which VIHA executes the original contract.

F. QUOTE SUBMISSION INSTRUCTIONS

All quotes must be submitted on the Quote Forms provided by VIHA (see EXHIBIT A). Failure to provide a quote for each item delineated on the Quote Forms may result in the quote being determined "non-responsive" and subsequently disqualified from consideration. Respondents should insert the words "No Quote" in the space provided for any item for which no price is submitted. Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this RFQ. 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 quote shall subject the quote to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments.

G. MANDATORY FORMS SUBMISSION

Each Respondent must submit the following:

- EXHIBIT A - Quote Form

- EXHIBIT B - W-9 - Request for Taxpayer Identification Number and Certification
- EXHIBIT C - Required Representations and Certifications
- EXHIBIT D - Principal Personnel Disclosure Statement Certification and Instructions
- EXHIBIT E - Respondent Disclosure Certification
- EXHIBIT F - HUD-50071 - Certification of Payments to Influence Federal Transactions
- EXHIBIT G - Subcontractor Data Form
- EXHIBIT H - Section 3 Business Self-Certification Form
- EXHIBIT I - Contractor Responsibility Surveys
- EXHIBIT J - H.U.D. Form 5370-C - General Contract Conditions Non-Construction
- Copy of Valid Business License

*Please provide the names, telephone numbers, and email addresses of at least three (3) references who may be contacted that have used the services of your organization. References submitted **must** address the Respondent's experience in the areas requested within this RFQ.)*

Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible for award.

H. TAXES

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

I. ACCEPTANCE PERIOD

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

J. SIGNATURE

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

K. SUBMISSION OF QUOTATIONS

Quotes must be submitted to the VIHA electronically by the Quote Due Date and Time. Respondents shall transmit completed quotes to the VIHA by email to mmiller@vihousing.org in PDF file format. The "Subject" line of the email should state "[name of firm] **Directors and Officers Liability Insurance.**" Please exercise caution in creating your electronic file.

All quotes received after the noted date and time will be deemed "non-responsive".

L. REJECTION OF QUOTES

VIHA reserves the right to reject all quotes where it is determined to be in the best interest of VIHA to do so.

M. WITHDRAWAL OF QUOTES

Quotes 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 quote after such documents are opened.

N. QUOTES EVALUATION PROTOCOL

The agreement(s) shall be awarded to the responsible Respondent(s) whose quote conforms to the RFQ and to the specifications described herein and whose product best suits the needs of VIHA. All quoted items shall include all labor, material, equipment, and transportation costs, in accordance with the requirements stated herein.

VIHA reserves the right to award this contract to one Respondent, to make multiple awards, and to accept a quote other than the lowest priced quote. VIHA may reject any or all quotes if such action is in VIHA's best interest, waive informalities and minor irregularities in quotes received, and award all or part of the requirements stated. Furthermore, VIHA reserves the right to delete, add, or modify any aspect of this procurement through negotiations (if applicable) up until the final contract signing.

O. DUE DILIGENCE

All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, VIHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. VIHA shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs. VIHA shall review the System for Award Management ("S.A.M.") (or any replacement or similar government-used system), or other Federal agencies listings (e.g., Department of Labor for violation of labor regulations) when necessary to protect VIHA in its business dealings. 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.

P. SECTION 3

In keeping with Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3)), and in accordance with the goals of H.U.D., VIHA strongly encourages Section 3 participation.

Q. MODIFICATION OF SOLICITATION OR CONTRACT

VIHA reserves the right to reject any and all quotes where it is determined that it is in the best interest of VIHA to do so.

VIHA reserves the right to increase/delete/modify any item to this solicitation or contract as deemed necessary where it is in the best interest of VIHA, where permitted by VIHA's policies and the laws governing the U.S. Department of Housing and Urban Development.

R. CONFLICT OF INTEREST

External Organizational Conflicts

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

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

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

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

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

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

Internal Organizational Conflicts

It is VIHA's policy to avoid situations that 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 an 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.

S. 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.

- Worker's Compensation, in accordance with the laws of the Territory of the U.S. Virgin Islands (minimum of \$50,000)
 - General Liability covering bodily injury, personal injury, and property damage in an amount not less than \$500,000.00
 - Automotive Liability covering bodily injury and property damage in an amount not less than \$50,000.00.
- A. **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.
- B. **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, VI 00802-3100, sent by certified mail, return receipt requested.

T. CONTRACT ADMINISTRATION INFORMATION

Cecile Fahie, Chief Financial Officer, is responsible for the administration of this contract unless otherwise stated in the contract. The Contracting Officer for this contract will be Dwayne Alexander, CPM, Executive Director. The Contracting Officer is responsible for the final approval and acceptance of all services rendered.

U. TERMINATION FOR CONVENIENCE AND DEFAULT

VIHA reserves the right to terminate this contract without prior notification for reasons it deems in the best interest of VIHA in accordance with Clause 4 of the H.U.D. 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.

V. COMPLIANCE WITH LAW

The Contractor shall comply 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), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 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 (A.C.C.) 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 Contractor's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

W. FUNDING LIMITATIONS

VIHA shall not be bound to any contract if funding has been disallowed by H.U.D.

Instructions to Offerors Non-Construction

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



1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (without maintenance) greater than \$150,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be 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. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs, and
- ix. Any other term, condition, or privilege of employment

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5 The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against individuals with physical or mental disabilities.

6 The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

Date: 03/26/2024
 Time: 1:11 PM

Executive Insurance Services, Inc.
 Claims Report List
 Loss Date Since 03/26/2019 and Loss Date Through 03/26/2024

Claim No.	Insured Name	Company Name	Line	Policy	Loss Date	Reported	Producer	Reserved	Paid Status
	Virgin Islands Housing Authority	(BMS-O.M.) Underwriters' At Lloyd's, London	D&O	16100W19	06/28/2019	08/12/2019	House Account	30,000.00	16,587.50 Open
	Description: wrongful discharge suit								
	Virgin Islands Housing Authority	(BMS-O.M.) Underwriters' At Lloyd's, London	D&O	B128416100W2 2	01/01/2022	11/19/2022	House Account	0.00	18,281.00 Closed
	Description: alleged defamation by one employee to the other								
Client Totals									
								30,000.00	34,868.50
Report Totals:								30,000.00	34,868.50

Report Criteria

Company(ies): (BMS-O.M.) Underwriters' At Lloyd's, London
 Client(s): Virgin Islands Housing Authority
 Status(es): <All>
 Contact Status: <All>
 Print Description: Yes

EXHIBITS

RFQ #2024-006 - Directors and Officers Liability Insurance QUOTE FORM

Quote Form Instructions

All offers must be submitted on the Quote Form provided by the Virgin Islands Housing Authority (VIHA). Failure to provide an offer for each item delineated on this Quote Form may result in the offer being determined "nonresponsive" and subsequently disqualified from consideration. Offers should insert the words "No Quote" in the space provided for any item for which no price is submitted. Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under this Request for Quotes' terms and conditions. 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 quote shall subject the offer to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments.

ALL QUOTE RESPONSES MUST BE TYPED.

	INITIAL YEAR	OPTION YEAR 1	OPTION YEAR 2
REQUIRED SERVICE	ANNUAL PREMIUM	ANNUAL PREMIUM	ANNUAL PREMIUM
Directors and Officers Liability Insurance			

(CORPORATE

NAME ATTACHED TO FEDERAL TAX ID NUMBER) has thoroughly read RFQ #2024-006 - Directors and Officers Liability Insurance and all associated Addenda (if applicable) and can provide the services as described at the offer submitted on this Quote Form.

CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT

DATE	
CORPORATE OFFICIAL NAME	
CORPORATE OFFICIAL TITLE	
COMPANY ADDRESS	
COMPANY PHONE NUMBER	
CORPORATE OFFICIAL E-MAIL ADDRESS	
CORPORATE OFFICIAL SIGNATURE	

Claim No.	Insured Name	Company Name	Line	Policy	Loss Date	Reported	Producer	Reserved	Paid Status
	Virgin Islands Housing Authority	(BMS-O.M.) Underwriters' At Lloyd's, London	D&O	16100W19	06/28/2019	08/12/2019	House Account	30,000.00	16,587.50 Open
	Description: wrongful discharge suit								
	Virgin Islands Housing Authority	(BMS-O.M.) Underwriters' At Lloyd's, London	D&O	B128416100W2 2	01/01/2022	11/19/2022	House Account	0.00	18,281.00 Closed
	Description: alleged defamation by one employee to the other								
Client Totals									
								30,000.00	34,868.50
Report Totals:								30,000.00	34,868.50

Report Criteria

Company(ies): (BMS-O.M.) Underwriters' At Lloyd's, London
Client(s): Virgin Islands Housing Authority
Status(es): <All>
Contact Status: <All>
Print Description: Yes

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number			
-		-	
or			
Employer identification number			
-		-	

Part II Certification

Under penalties of perjury, I certify that:

- 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.

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-DIV (interest earned or paid)

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

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

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

VIRGIN ISLANDS HOUSING AUTHORITY REQUIRED REPRESENTATIONS AND CERTIFICATIONS

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

I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that-

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

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

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

VIRGIN ISLANDS HOUSING AUTHORITY REQUIRED REPRESENTATIONS AND CERTIFICATIONS

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

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

IV. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

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

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

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

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

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

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

V. CONFLICT OF INTEREST

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

VI. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

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

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

VIII. RESPONDENT'S SIGNATURE

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

Signature

Title

Type or Print Name

Date

VIRGIN ISLANDS HOUSING AUTHORITY SUBCONTRACTOR DATA FORM

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

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

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

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

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

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

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

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

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

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

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

Reproduce form as necessary.

VIRGIN ISLANDS HOUSING AUTHORITY
SECTION 3 BUSINESS SELF-CERTIFICATION FORM

The Respondent represents and certifies that it...

is a Section 3 business as indicated below (check applicable category and subcategory):

Category 1 Business

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

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

Category 2 Business

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

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

Category 3 Business

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

Category 4 Business

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

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

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

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

Subscribed and sworn to
before me this _____ day
of _____, 20____

Notary
My commission expires

Date

Company Name

Authorized Representative Name (Print)

Authorized Representative Name (Signature)

Authorized Representative Title

Date

VIRGIN ISLANDS HOUSING AUTHORITY
PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION
Instructions

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

FINANCIAL OR PERSONAL INTEREST DISCLOSURE

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

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

DISCLOSURE STATEMENT INSTRUCTIONS

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

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

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

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

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

Signature of Respondent

 Signature

 Title

 Date

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

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

List the appropriate individuals related to your company.

SOLE PROPRIETORSHIP	PARTNERSHIPS <small>* Identify additional partners (if any) on a separate page</small>	CORPORATIONS <small>** Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)</small>	LIMITED LIABILITY CORPORATIONS <small>*** Identify additional members (if any) on a separate page</small>
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 RESPONDENT DISCLOSURE CERTIFICATION

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

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

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

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

VIHA EMPLOYEE DISCLOSURES

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

VIHA BOARD OF COMMISSIONERS DISCLOSURES

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

PUBLIC OFFICIALS DISCLOSURE

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

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

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

Signature _____ Date _____

Sworn to and subscribed _____ Name _____

Before me this _____ day of _____, 20____ Title _____

NOTARY PUBLIC
My commission expires _____

FINANCIAL OR PERSONAL INTEREST DISCLOSURE

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

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

- * Describe the nature of the interest (personal/financial)
- * Names of individuals involved/associated with VIHA and Vendor
- * Title of individual named above
- * Relationships (blood/marriage, mother, father, etc.)
- * Value of financial interest
- * Type of involvement (principal, officer, employees, etc.)
- * Name & address of business
- * Social Security numbers or Taxpayer identification Number
- * Other pertinent information*

VIRGIN ISLANDS HOUSING AUTHORITY
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

EXHIBIT I

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

EXHIBIT J

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

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

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

VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

SOLICITATION NUMBER AND TITLE:

#2024-006 Directors and Officers Liability Insurance

REFERENCE BEING PROVIDED FOR...

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

REFERENCE CONTACT INFORMATION...

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

TECHNICAL PERFORMANCE

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

MANAGEMENT PERFORMANCE

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

CONTRACT ADMINISTRATION

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

SURVEY COMPLETED BY (PRINT):

SIGNATURE:

VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

SOLICITATION NUMBER AND TITLE:

#2024-006 Directors and Officers Liability Insurance

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	

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

CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
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Were there any claims?		
Compliance with labor laws		
Compliance with safety requirements		
Given a choice, would you do business with this contractor again?		

SURVEY COMPLETED BY (PRINT):

SIGNATURE:

VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY

SOLICITATION NUMBER AND TITLE:

#2024-006 Directors and Officers Liability Insurance

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

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CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
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Were there any claims?		
Compliance with labor laws		
Compliance with safety requirements		
Given a choice, would you do business with this contractor again?		

SURVEY COMPLETED BY (PRINT):

SIGNATURE:

VIRGIN ISLANDS HOUSING AUTHORITY
ADDENDA ACKNOWLEDGEMENT FORM

SOLICITATION #	2024 -006 Directors and Officers Liability Insurance
SOLICITATION TITLE	

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

ADDENDUM # _____ ISSUANCE DATE _____

ADDENDUM # _____ ISSUANCE DATE _____

ADDENDUM # _____ ISSUANCE DATE _____

ADDENDUM # _____ ISSUANCE DATE _____

ADDENDUM # _____ ISSUANCE DATE _____

_____ No addenda were received for the above referenced solicitation.

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

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