



REQUEST FOR PROPOSALS #2025-009

Bright Path Academic Enrichment Center
St. Thomas

Wednesday, August 13, 2025

A handwritten signature in blue ink, which appears to be 'Dwayne Alexander', is written over a horizontal line.

Dwayne Alexander CPM
Executive Director

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	1
1.1 The Virgin Islands Housing Authority	1
1.2 Background.....	1
1.3 Solicitation Purpose.....	1
1.4 Schedule of Events	2
 PART 2 – VIHA’s RESERVATION OF RIGHTS	 3
2.1 Right to Reject, Waive, or Terminate the RFP	3
2.2 Right to Not Award	3
2.3 Right to Terminate.....	3
2.4 Right to Determine Time and Location	3
2.5 Right to Negotiate	3
2.6 Right to Reject Any Proposal	4
2.7 Right to Award More than One Contract	4
2.8 No Obligation to Compensate	4
 PART 3 – SCOPE OF WORK	 4
3.1 Scope of Work and Specific Requirements	4
 PART 4 – PROPOSAL SUBMISSION.....	 6
4.1 Proposal Format and Structure	6
4.2 Proposal Submission	8
4.3 Proposal Conditions.....	8
4.4 Submission Responsibilities.....	8
4.5 Contract with the Authority	8
 PART 5 – PROPOSAL EVALUATION	 8
5.1 Evaluation Factors	9
5.2 Evaluation and Award Process	9
 PART 6 – CONTRACT AWARD	 9
6.1 Contract Conditions.....	9
6.2 Contract Period.....	10
6.3 Insurance Requirements.....	10
6.4 Right to Negotiate Final Scope of Work and Fees	11
6.5 Contract Service Standards	11

MANDATORY SUBMITTALS (ATTACHMENTS AND EXHIBITS)

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

ATTACHMENT B – HUD-5370-C General Conditions Non-Construction Section I

EXHIBIT A

W-9 – Request for Taxpayer Identification Number and Certification

EXHIBIT B

Required Representations and Certifications

EXHIBIT C

Subcontractor Data Form

EXHIBIT D

Principal Personnel Disclosure Statement Certification and Instructions

EXHIBIT E

Respondent Disclosure Certification

EXHIBIT F

Liability Questionnaire

EXHIBIT G

HUD-50071 - Certification of Payments to Influence Federal Transactions

EXHIBIT H

Contractor Responsibility Survey (3)

EXHIBIT I

Addenda Acknowledge Form

Copy of Valid Business License

PART 1 – GENERAL INFORMATION

1.1 The Virgin Islands Housing Authority (VIHA)

The Virgin Islands Housing Authority (VIHA), a public body corporate and political, is located within the United States Virgin Islands, an unincorporated territory of the United States. VIHA is responsible for planning, financing, constructing, maintaining, and managing all public housing developments located on the three islands of St. Thomas, St. John, and St. Croix, which include ten (10) Asset Management Projects (A.M.P.s) with 2536 public housing units in 20 communities. VIHA's mission is to create vibrant, dynamic, sustainable communities so families can evolve economically 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 1398 eligible low-income families, the elderly, and persons with disabilities. The vouchers help low-income families to rent affordable housing of their choice from private landlords in the Territory and are funded by the U.S. Department of Housing and Urban Development.

1.2 Background

To improve the sustainability of the Territory of the Virgin Islands, which is on the frontline of the increasingly frequent escalating hurricanes, VIHA launched a 10-year Affordable Housing Revitalization Plan. The plan aims to rebuild the Virgin Islands' public housing portfolio, battered by years of destruction, ensuring resilience against future challenges.

Simultaneously, VIHA introduces a transformative Resident Wellness and Empowerment Plan, revolutionizing resident wellness services and funding. Recognizing the need for holistic transformation, VIHA reshapes its resident services under the Bright Path Human Service Delivery Model. VIHA's Resident Wellness Empowerment (RWE) department, guided by the BP model, strives to provide essential health, wellness, household stability, economic mobility, and self-sufficiency services.

VIHA's approach is intentional, innovative, and collaborative. With resident councils, development partners, and community-based nonprofits, VIHA tailors strategies for each community's unique needs. The goal is to break down silos, ensuring all partners collaborate to transform the lives of residents, aligning with VIHA's commitment to resilient and thriving households in the Virgin Islands. To realize the overarching objective of generational success and improved quality of life, VIHA supports the critical need for a robust internal infrastructure. The mission of VIHA's Resident Wellness Empowerment (RWE) department is to ensure individuals and families access essential services and resources for promoting health and wellness, housing stability, economic mobility, and personal self-sufficiency.

1.3 Solicitation Purpose

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA, has issued this Request for Proposals (RFP) to define the minimum service requirements, solicit proposals, and select a subsequent provider to develop and implement a Bright Path Academic Enrichment Center in the St. Thomas District. The Bright Path Academic Enrichment Center will provide opportunities for its youth residents to reach their fullest potential and create generational success for youth residing in public housing communities in the St. Thomas Districts. VIHA seeks to deploy innovative strategies that ensure youth residents are connected to the educational resources necessary to achieve total wellness. The initiative will be administered by the Virgin Islands Housing Authority (VIHA), headquartered in St. Thomas, VI.

VIHA has put together a comprehensive redevelopment plan that addresses the unmet housing needs in the Territory and also meets all three components of the "National Objective": a) benefit low and moderate-income persons; b) aid in the prevention or elimination of slums or blight (obsolete public housing); and c) meet a need having a particular urgency, that is the prevention of further damage to hurricane-impacted public housing. VIHA has formulated a 10-year Affordable Housing Revitalization Plan that will transform

the entire approximately 3,000-unit, functionally obsolete public housing inventory into an affordable housing inventory that will mitigate the risk of further deterioration of 50-year-old multi-family homes against future devastating hurricanes and other natural disasters. VIHA's 10-year Affordable Housing Revitalization Plan (Redevelopment and Risk Mitigation Plan) will cost approximately \$1.023 billion to build at least 1,500 new units while substantially hardening and modernizing the other 1,500 units. The 1,500 new units will be constructed in both districts in twenty-two (22) projects.

Simultaneously, VIHA is introducing its new resident services action plan that is transformative in both program design and source of funding. All three of our developer partners have agreed to use Low-Income Housing Tax Credits equity to fund the model for 15 years. To ensure a comprehensive approach to community building, VIHA is also striving to ensure that its residents are equipped with the tools and resources necessary for generational success in their new communities. As a result, VIHA is implementing an accompanying holistic human transformation approach to resident services that results in generational success and improvements in the overall quality of life for all residents.

To accomplish the goal of generational success for its residents, VIHA believes that it must ensure the internal infrastructure exists to ensure that VIHA and its staff are providing residents with every opportunity for success. As a result, VIHA has revamped its resident services division. The mission for the department and its new Bright Path Human Service Delivery Model is to ensure individuals and families will have access to the services and resources that are instrumental in promoting health and wellness, housing stability, economic mobility, and personal self-sufficiency for every household.

VIHA's new holistic human transformation efforts will be intentional, innovative, collaborative, data-driven, and strength-based. In collaboration with functioning resident councils, VIHA's development partners, and various community-based nonprofits and government partners, the new department will develop strategies and seek to coordinate programs and services that will be customized for each VIHA community, thereby ensuring to meet the needs of the community down to the individual level. The intent is to not work in silos while engaging all partners and stakeholders in the effort of transforming the lives of the residents which we all have been entrusted to serve.

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

1.4 Schedule of Events

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

RFP Release Date	Wednesday, August 13, 2025
Contact Person (NOTE: Unless otherwise specified, any reference herein shall be a reference to Ms. Marilyn Miller)	Marilyn Miller Procurement Manager Virgin Islands Housing Authority Procurement Department 9900 Oswald Harris Court St. Thomas, VI 00802 Email: mmiller@vihousing.org

How to Obtain the RFP Documents on VIHA's Website	1. Access VIHA's Website at 2. http://www.vihousing.org. 3. Click on Contractors 4. Click on the applicable RFP 5. Follow the listed directions 6. Be sure to download all applicable forms and document
Deadline to Submit Questions	Wednesday, August 20, 2025, 10:00 A.M. LOCAL TIME
How to Fully Respond to This RFP by Submitting a Proposal Submittal	1. As instructed within Section 4.0 of the RFP document, email one (1) original proposal. 2. Be sure that all documents are executed as required. 3. Be sure that all required forms and exhibits have been included.
Proposal Due Date & Time	Wednesday, September 3, 2025, by 2:00 P.M. LOCAL TIME EMAIL TO: mmiller@vihousing.org NOTE: The proposal must be emailed no later than Wednesday, September 3, 2025, by 2:00 P.M. LOCAL TIME, or the proposal will be rejected)

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

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

PART 2 – VIHA'S RESERVATION OF RIGHTS

THE AUTHORITY'S RESERVATION OF RIGHTS TO:

- 2.1 Right to Reject, Waive, or Terminate the RFP** – Reject any and or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
- 2.2 Right to Not Award** – Not award a contract pursuant to this RFP
- 2.3 Right to Terminate** – Terminate a contract pursuant to this RFP, at any time for its convenience upon 10 days' written notice to the successful proposer(s).
- 2.4 Right to Determine Time and Location** – Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 2.5 Right to Negotiate** – Negotiate a fee structure with the selected firm.

- 2.6 Right to Reject Any Proposal** – Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 2.7 Right to Award More than One Contract** – Subject to the evaluation of the firms and the needs of the Authority, the Authority reserves the right to award more than one contract.
- 2.8 No Obligation to Compensate** – Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

PART 3 – SCOPE OF WORK

3.1 Scope of Work and Specific Requirements

The aim and objective are to ensure that individuals and families connect to the services and resources needed to facilitate positive life outcomes for the entire household. Through various means, VIHA identified an increased need for after-school programming services, which required a more focused and holistic approach. The contractor must implement effective afterschool and summer programming and services coordination in the facilitation of positive life outcomes for youth residents. VIHA staff from its Resident Wellness & Empowerment Department will be responsible for contract administration and monitoring and will collaborate closely with the selected contractor and its deployed staff. VIHA will seek to award a contract for one center in the St. Thomas District.

The Need

Research indicates that among adults over 25 residing in the Virgin Islands Territory, roughly 23 percent do not have a high school diploma or GED, and 35 percent have completed high school or a GED. Only 16 percent hold an associate, bachelor, or higher-level college degree. Additionally, the school student population in the Virgin Islands Territory is more vulnerable overall than most comparable stateside populations. School students lag most states in test scores. While progressing, high school graduation rates still lag as they were 71.4% (67% - St. Thomas and St. John Districts and 77% - St. Croix) for the 2020-2021 school year.

Through various means, VIHA identified an increased need for after-school and summer academic enrichment programming and mental health services, which required a more focused and holistic approach. There are 2,001 total residents residing in VIHA's public housing communities. Of that, there are 1,642 school-age children whose academic success is dependent upon the entire health of the communities in which they reside.

Youth Risk Behavior - Key Findings Among High School Respondents:

- 15.7% reported being bullied on campus, and 9.5% were electronically bullied.
- 35.5% “felt so sad or hopeless almost every day for 2 or more weeks in a row that they stopped doing some usual activities.”
- Female students were almost twice as likely as male students to report as such (46% of females and 23.7% of males).
- 17% of respondents had seriously considered attempting suicide.
- 13.6% planned, and 10.3% had actually attempted suicide.
- Approximately 1 in 5 were currently sexually active (in the past 30 days).
- 42.9% of sexually active youth did not use a condom at the last sexual encounter.
- 37.2% meet the overweight (16%) classification or obese (21.2% or 268 youth).

SOURCE: The USVI Youth Risk Behavior Survey was conducted in 2018 by the Caribbean Exploratory Research Center at the University of the Virgin Islands (UVI-CERC)

The Project Primarily Benefits Persons

The Bright Path Holistic Wellness Initiative targets providing after-school services to low-income households in public housing communities managed by the Virgin Islands Housing Authority. Over the contract period, the proposed project seeks to serve 100 low-income youth in the Bright Path Academic Enrichment Center.

A. BP Academic Project Description:

The contractor will provide onsite year-round after-school and summer programs that create healthy learning environments in one of the selected St. Thomas' public housing communities. The contractor is invited to submit proposals for comprehensive year-round after-school and summer programs, fostering healthy learning environments in selected VIHA public housing communities. **Contractors must indicate their organizational capacity and strategic objectives when submitting proposals.**

The target population for the Bright Path after-school program is 100 school-age youth residing in VIHA St. Thomas communities over the two-year contract period. The program will focus on academic remediation and success, post-secondary educational preparedness, and career exploration. VIHA aims to select contractors that can guide youth residents through reversing the trends identified above. Through much research, VIHA seeks to implement centers that create a safe environment for participants in each center, in which programming is based on the social-emotional learning (SEL) concept. SEL is developing self-awareness, self-control, and interpersonal skills vital for school, work, and life success.

VIHA retains the option to purchase after-school slots at the contractor's sites for youth in VIHA communities, ensuring convenience and accessibility for program participants.

Scope: Academic Services

1. Provide academic guidance, training, coaching, mentoring, and support to VIHA residents.
2. Target one hundred (100) school-age youth residing in VIHA St. Thomas communities over the contract period.
3. Provide robust, evidence-based, and age-appropriate after-school and summer programming.
4. Provide leadership to after-school programming, focusing on academic remediation and success, post-secondary educational preparedness, and career exploration.
5. Implement on-site centers that create a safe environment for participants, with programming based on the Social-Emotional Learning (SEL) concept, consistent with HUD's regulations and policies.
6. Interact effectively with a wide variety of children, including those for whom English is not their first language.
7. Develop performance measures and systems for effective tracking and outcome measurement.
8. Submit quarterly process reports to the Resident Wellness & Empowerment Director.
9. Refer students and parents to additional education resources as needed.

Bright Path Academic Services Monitoring and Control

Upon completion of the contracted services, the contractor **must** project obligate all appropriated funds within the contract period (1 year). The project purpose is primarily for afterschool services. For control, a VIHA representative or a contact person from the Resident Wellness & Empowerment Department will monitor.

Quarterly Reporting Requirements

- Submit satisfaction survey results, numbers served, numbers referred out and numbers referred in, and the number of self-referrals
- Report on outcome-related results like attitude towards school, academic progress, and grade through records, which are available every nine weeks
- Provide status of programming overview

- Share key performance goals and results
- Provide attendance as measured by sign-in sheets
- Report on budgeting to date and dollars spent

PART 4 – PROPOSAL SUBMISSION

4.1 Proposal Format and Structure

Tabbed Proposal Submittal – VIHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low-Cost Proposal” basis (“Best Value,” in that VIHA will consider factors other than just cost in making the award decision). So that VIHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with each tab numbered sequentially, as shown below. None of the proposed services may conflict with VIHA’s requirements published herein or issued by addendum.

TAB A. Introductory Letter. The firm shall provide a brief synopsis on company letterhead of its ability to perform the scope of work outlined in the RFP and business background and identify the benefits provided by its offering. The introductory letter must include the legal business name and company status (i.e., partnership or corporation – including state or territory of incorporation). Additionally, the Respondent must state if there have been any recent (within the past three years) changes in ownership and substantial leadership changes. Also, please include the location of the Firm’s principal place of business and discuss any joint venture partners or sub-consultants as they pertain to the RFP. Please describe the proximity of your organization’s location with respect to the VIHA office located at 9900 Oswald Harris Court, St. Thomas, VI 00802-3100. Thoroughly explain what steps will be taken to enhance accessibility and minimize potential problems in the areas of availability for meetings, general communications, supervision, and travel expenses, if any. **Please limit the Introductory Letter to a maximum of three (3) pages.**

TAB	WEIGHTED SCORING CRITERIA	PAGE COUNT
A	Introductory Letter (<i>not weighted</i>)	Maximum three pages
1	Methodology of Approach	Maximum seven pages
2	Past performance / References	Maximum three pages
3	Key Staff	Maximum three pages
4	Work Plan / Timeline of Services	Maximum two pages
5	Budget and Budget Narrative	Maximum five pages
6	Equal Employment Opportunity/Supplier Diversity	N/A
B	Mandatory Submittals (<i>not weighted</i>)	N/A
	Copy of Valid Business License	

TAB 1: Methodology of Approach – The evaluation of the proposals for this factor will be based on the Respondents' understanding and awareness of the various functions required to perform the activities and requirements of the RFP. The Respondent's response will be evaluated based on the degree to which the Respondent has presented a quality approach to the specific dynamics and concerns of VIHA. The quality of the approach will be evaluated in terms of the Respondent's areas of staffing, proposed procedures and methodologies, the proposed work plan and schedule, and the expected outcomes and deliverables.

Describe your firm’s plan for managing this particular contract, including VIHA's role. Explain the consultants' roles and the communication and control methods described in the Scope of Services above. Firms are advised to address each of the Scope of Services with comments and descriptions of the approaches to be used and relevant past experience.

TAB 2: Past Performance

Past Performance on Similar Assignments – The Authority seeks a firm(s) or individual(s) with extensive experience working with housing authorities or governmental agencies. List your organization’s previous experience with housing authorities and government representation. Provide an overview of the

governmental entities your firm has represented or provided substantial support on matters affecting day-to-day operations.

Additionally, provide any experience that the firm feels is relevant to the work requested herein.

Past Performance References – Include a list of references pertaining to the firm’s performance in projects of a similar type, scale, and complexity. Respondents must submit at least three (3) references. The Respondent’s nonperformance or poor performance risk will be evaluated based on reference checks. The evaluation will consider the currency, context, relevancy of the information examined, and general trends in the Respondent's performance.

TAB 3: Key Staff - Project Manager and Key Personnel – Who will be the “Account Executive,” and what experience does he/she have in similar public housing/government representation? List key staff, licenses, and describe their experience and capacity to perform the work. Include years of experience for each staff member. Respondents should provide résumés for all staff that are expected to be engaged in the work. *Résumés do not count towards the page limit.*

TAB 4: Work Plan / Timeline of Services - Respondents should describe their proposed approach to completing a work plan for each proposed targeted area. The approach should also identify the specific individuals that will be assigned to this work and their roles. It should also describe the Respondent's expectations of VIHA during the planning process. The Respondent should provide a timeline with milestones for completing a work plan. **The work plan for Year 1 must be broken down by quarter.** *The timeline does not count towards the page limit.*

TAB 5: Budget and Budget Narrative - Proposed Year 1 budget and description of each item, broken down by quarter that aligns with each proposed work plan. Please be as descriptive as possible with budget-line justifications.

TAB 6: Equal Employment Opportunity/Supplier Diversity – The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations about supplier diversity (e.g., small, minority, and women-owned businesses. *The proposer should state if no hires, suppliers, or vendors are contemplated.*

TAB B. Mandatory Submittals

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

MANDATORY SUBMITTALS
Exhibit A – W-9-Request for Taxpayer Identification Number and Certification
Exhibit B – Required Representations and Certifications
Exhibit C – Subcontractor Data Form
Exhibit D – Principal Personnel Disclosure Statement Certification and Instructions
Exhibit E – Respondent Disclosure Certification
Exhibit F – Liability Questionnaire
Exhibit G – HUD-50071 - Certification of Payments to Influence Federal Transactions
Exhibit H – Three Completed Contractor Responsibility Surveys
Exhibit I – Addenda Acknowledge Form
Copy of Valid Business License

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

- 4.2 Proposal Submission** – All proposals must be emailed to mmiller@vihousing.org no later than the submittal deadline stated herein (or within any ensuing addendum). The electronic version of the proposal shall contain a single file containing the proposal utilizing Microsoft Office 2003 or 2007 software or utilizing a PDF format. **The contents of the proposal (i.e., documents should bear signatures, where applicable and be filled out entirely).** Please exercise caution in creating your electronic file.

The package exterior must clearly denote the above-noted RFP description and must have the proposer's name and return address. **Proposals received after the published deadline will not be received.**

- 4.3 Submission Conditions** – Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions, and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate the proposal. If, after accepting such a proposal, the Authority decides that any such entry changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal, and the proposal shall be considered by the Authority as if those additional marks, notations or requirements were not entered on such. By downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Authority delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4 Submission Responsibilities** – It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority. Including the RFP document, any addenda, and required attachments submitted by the proposer. By completing, signing, and submitting the complete documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth with those documents. Written notice from the proposer not authorized in writing by the Executive Director to exclude any of the Authority requirements contained within the documents may cause the proposer not to be considered for the award.
- 4.5 Contact with the Authority** – It is the responsibility of the proposer to address all communication and correspondence pertaining to the RFP process to the designated RFP Contact Person. Proposers must not make inquiries or communicate with any other VIHA staff member or official (including members of the VIHA Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Authority not to consider a proposal submittal received from any proposer who has not abided by this directive.

PART 5 – PROPOSAL EVALUATION

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

Evaluation Factors

#	FACTOR DESCRIPTION	MAX POINT VALUE
1	Methodology of Approach	15
2	Past performance / References	15
3	Key Staff	15
4	Work Plan / Timeline of Services	30
5	Budget and Budget Narrative	20
6	Equal Employment Opportunity/Supplier Diversity	5
TOTAL		100 points

5.2 Evaluation and Award Process

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

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

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

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

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

Provided the proposal meets all requirements of this RFP, VIHA will enter into a Service Agreement provided the selected Contractor agrees with the terms and conditions of the Service Agreement as determined by VIHA. The Service Agreement may be amended in writing from time to time by mutual consent of the parties.

PART 6 – CONTRACT AWARD

6.1 Contract Conditions – The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

6.1.1 Contract Form – The Authority will not execute a contract on the successful proposer's form – contracts will only be executed on the Authority form, and by submitting a proposal, the successful proposer agrees to do so.

6.1.2 HUD Forms – Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

6.1.3 Assignment of Personnel – The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

6.1.4 Unauthorized Sub-Contracting Prohibited – The successful proposer shall not assign any right nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Executive Director. Any purported assignment of interest or delegation of duty without the prior written consent of the Executive Director shall be void and may result in the cancellation of the contract with the Authority or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the Executive Director.

6.2 Contract Period – The Authority anticipates that it will initially award a contract for the period of one (1) year with the option, at the Authority's discretion, of up to one (1) additional one (1) year option period, for a total maximum contract period of two (2) years.

6.3 Insurance Requirements – Prior to award (but not as a part of the proposal submission), the successful proposer(s) will be required to provide the following:

6.3.1 Worker's Compensation Insurance – Include an original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

6.3.2 General Liability Insurance – Include an original certificate evidencing General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

6.3.3 Professional Liability Insurance – Include an original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000), with a deductible of not greater than \$5,000;

6.3.4 Automobile Insurance - Include an original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 for each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g., "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000.

VIHA shall be specified as an additional insured. The Contractor shall also agree to indemnify and hold VIHA, its officers, agents, and employees, harmless from any claims made against VIHA's officers, agents, and employees, that 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.

Proof of insurance shall be provided to VIHA before execution of this Contract and at the beginning of each option term (if applicable). VIHA expressly reserves the right to require the Contractor to provide certified copies of such policy or policies.

Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to Marilyn Miller, Procurement Manager, Procurement Department, 9900 Oswald Harris Court, St. Thomas, Virgin Islands 00802, sent by certified mail, return receipt requested.

- 6.4 Right to Negotiate Final Scope of Work and Fees** – The Authority shall retain the right to negotiate the final scope of services, price, schedule, and any aspects of this solicitation. Such negotiations shall begin after the Authority has chosen the top-rated proposer(s). If such negotiations are not successfully concluded within five (5) business days after contract award notification, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer(s). VIHA reserves the right to reject an award to Respondent during the contract negotiations if 1) Respondent and VIHA cannot agree to mutual terms for the contract or 2) Respondent causes a delay that, in VIHA's discretion, causes hardship to VIHA.
- 6.5 Contract Service Standards** – All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

END OF SOLICITATION

Instructions to Offerors Non-Construction

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

ATTACHMENT A



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

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 \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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.
- (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 111, 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
 - () 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.

(v) 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.

(i) 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 subcontractor 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 Brail 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

VIRGIN ISLANDS HOUSING AUTHORITY REQUIRED REPRESENTATIONS AND CERTIFICATIONS

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

I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

III. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Respondent certifies that-

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

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

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

VIRGIN ISLANDS HOUSING AUTHORITY 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 in 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 Section 3 Rule (24 CFR Part 75)

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

Reproduce form as necessary.

VIRGIN ISLANDS HOUSING AUTHORITY
PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION
Instructions

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

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 * Identify additional partners (if any) on a separate page	CORPORATIONS ** Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)	LIMITED LIABILITY CORPORATIONS *** Identify additional members (if any) on a separate page
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:

- | | |
|--|--|
| <ul style="list-style-type: none"> * Describe the nature of the interest (personal/financial) * Names of individuals involved/associated with VIHA and Vendor * Title of individuals named above. * Relationships (blood/marriage), (mother, father etc.) * Value of financial interest | <ul style="list-style-type: none"> * 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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

EXHIBIT G

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

VIRGIN ISLANDS HOUSING AUTHORITY CONTRACTOR RESPONSIBILITY SURVEY						
SOLICITATION NUMBER AND TITLE:		RFP #2025-009 Bright Path Academic Enrichment Center - St. Thomas				
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:

RFP #2025-009 Bright Path Academic Enrichment Center - St. Thomas

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:

RFP #2025-009 Bright Path Academic Enrichment Center - St. Thomas

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
ADDENDA ACKNOWLEDGEMENT FORM

SOLICITATION #	RFP # 2025-009
SOLICITATION TITLE	Bright Path Academic Enrichment Center- St. Thomas

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	