

RFQ #2011-020



## **VIRGIN ISLANDS HOUSING AUTHORITY**

# **DIRECTORS AND OFFICERS LIABILITY INSURANCE ST. THOMAS/ST. CROIX REQUEST FOR QUOTES**

### **St. Thomas/St. John**

P.O. Box 7668

402 Estate Anna's Retreat

St. Thomas, VI 00801

(340) 777-VIHA (8442)

(340) 775-0832 (Fax)

### **St. Croix**

P.O. Box 1349, Kingshill

#5 Estate Bethlehem

St. Croix, VI 00851

(340) 778-VIHA (8442)

(340) 773-3054 (Fax)



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

**Dear Potential Vendor:**

**The Virgin Islands Housing Authority (VIHA) is soliciting quotes for:**

**SOLICITATION TYPE:** Request for Quotes (RFQ)

**RFQ NUMBER:** 2011-020

**DESCRIPTION:** Directors and Officers Liability Insurance

**ISSUE DATE:** Friday, December 2, 2011

**QUOTE DUE DATE:** Friday, December 16, 2011

**QUOTE DUE TIME:** 5:00 P.M.

**DIRECT INQUIRIES TO:** Marilyn Miller  
Procurement Manager  
Fax Number – 340-715-7419  
E-mail Address – [mmiller@vihousing.org](mailto:mmiller@vihousing.org)

**All inquires must be received no later than Friday, December 9, 2011 by 12:00 Noon Local Time.** All Quotes are subject to the Conditions, Instructions and the Specifications attached hereto.

---

Robert Graham, CPM  
Executive Director

---

Date



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
 #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

**TABLE OF CONTENTS**

<b>A.</b>	<b>INSTRUCTIONS TO RESPONDENTS</b> .....	<b>3</b>
1.	COMMUNICATIONS .....	3
2.	CODE OF STANDARDS .....	4
3.	SCOPE OF WORK/SERVICES .....	5
4.	SUBMISSION OF QUOTES .....	5
5.	QUOTE FORM .....	5
6.	NO OFFER .....	6
7.	REJECTION OF QUOTES .....	6
8.	MODIFICATION OF SOLICITATION .....	6
9.	MODIFICATION OF CONTRACT .....	6
10.	NEW EQUIPMENT .....	6
11.	TAXES .....	6
<b>12.</b>	<b>CONTRACTOR STATUS</b> .....	<b>6</b>
13.	COST OF QUOTES .....	7
14.	FUNDING LIMITATIONS .....	7
15.	GOVERNMENT RESTRICTIONS .....	7
16.	SECTION 3 .....	7
17.	ERRORS - QUOTE REJECTION .....	7
18.	ACCEPTANCE PERIOD .....	7
19.	QUOTE SIGNATURE .....	7
20.	QUOTE WITHDRAWAL .....	7
<b>B.</b>	<b>QUOTE EVALUATION PROTOCOL</b> .....	<b>7</b>
1.	DUE DILIGENCE .....	8
2.	QUOTE EVALUATION PERIOD .....	8
<b>C.</b>	<b>REQUIREMENTS OF THE CONTRACTOR</b> .....	<b>8</b>
1.	MANDATORY SUBMITTALS .....	8
2.	LICENSES/PERMITS .....	8
3.	INSURANCE REQUIREMENTS .....	8
<b>D.</b>	<b>CONTRACT ADMINISTRATION INFORMATION</b> .....	<b>9</b>
1.	CONTRACT PERIOD .....	9
2.	OPTION TO EXTEND .....	9
3.	HOLIDAYS .....	9
4.	TERMINATION FOR CONVENIENCE AND DEFAULT .....	9
<b>E.</b>	<b>SPECIAL CONTRACT CONDITIONS</b> .....	<b>10</b>
1.	ADVERTISING .....	10
2.	NOTICES .....	10
3.	COMPLIANCE WITH LAW .....	10
4.	INDEMNIFICATION .....	10
5.	STANDARDS OF CONDUCT .....	11



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

**RFQ EXHIBITS**

- EXHIBIT A -** Scope of Work/Services
- EXHIBIT B -** Quote Form
- EXHIBIT C -** HUD Form 5370 – C - General Contract Conditions Non-Construction
- EXHIBIT D -** HUD Form 5369 - B - Instructions to Offerors Non-Construction
- EXHIBIT E -** HUD Form 5369 – C - Certifications and Representations of Offerors Non-Construction Contracts
- EXHIBIT F -** No Offer Form
- EXHIBIT G -** Form of Contract
- EXHIBIT H -** Financial or Personal Interest Disclosure Statement
- EXHIBIT I -** Identification of Key Personnel Certification
- EXHIBIT J -** Non-Collusive Affidavit
- EXHIBIT K -** Equal Employment Opportunity (EEO) Statement
- EXHIBIT L -** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- EXHIBIT M -** Record of Comparable Projects in Past Two Years
- EXHIBIT N -** Record of Comparable Projects in Progress
- EXHIBIT O -** Small, Minority, Women-Owned Business Self-Certification Form
- EXHIBIT P -** Minority and Women Owned Business Enterprise (MBE/WBE) Bid Data Form
- EXHIBIT Q -** Section 3 Self-Certification Form, Section 3 Narrative Action Plan, Section 3 Statement
- EXHIBIT R -** Reference Release Forms
- EXHIBIT S -** W-9 - Request for Taxpayer Identification Number and Certification



# VIRGIN ISLANDS HOUSING AUTHORITY REQUEST FOR QUOTES

#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

## A. INSTRUCTION TO RESPONDENTS

The Virgin Islands Housing Authority (VIHA), hereinafter referred to as VIHA, has issued this Request for Quotes (RFQ) to define the minimum service requirements; solicit quotes; detail quote requirements; contractor requirements; and, outline the process for evaluating quotes and selecting the subsequent Contractor to secure a firm, fixed-price contract to provide Directors and Officer's Liability Insurance.

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

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

### 1. COMMUNICATIONS

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

Marilyn Miller  
Procurement Manager  
Division of Procurement  
#402 Annas Retreat  
St. Thomas, Virgin Islands 00802

Fax Number – 340-715-7419  
E-mail Address – [mmiller@vihousing.org](mailto:mmiller@vihousing.org)

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

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

**RFQ# 2011-020**

- B. Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.
- C. The Point of Contact must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline – **FRIDAY, DECEMBER 9, 2011 AT 12:00 NOON EST.**
- D. Each Respondent shall assume the risk of the method of dispatching any communication or quote to VIHA. VIHA assumes no responsibility for delays or delivery failures resulting from the method of dispatch.



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

- E. VIHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- F. VIHA's official responses and other official communications pursuant to this RFQ shall constitute an amendment to this RFQ.
- G. Only VIHA's official, written responses and communications shall be considered binding with regard to this RFQ.
- H. VIHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ (e.g., written, facsimile, or electronic mail).

**2. CODE OF STANDARDS**

***EXTERNAL ORGANIZATIONAL CONFLICTS***

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

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

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

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

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

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

***INTERNAL ORGANIZATIONAL CONFLICTS***

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



# VIRGIN ISLANDS HOUSING AUTHORITY

## REQUEST FOR QUOTES

### #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

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

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

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

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

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

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

### 3. SCOPE OF WORK/SERVICES

Contractor shall perform the scope of work/services in accordance with **Attachment A**.

### 4. SUBMISSION OF QUOTES

Each quote must be sealed in an envelope and be clearly marked and labeled on the outside referencing the applicable quote number and quote submission date.

#### QUOTE DOCUMENTS

**Name of Contractor**

**RFQ#2011-020-Directors and Officers Liability Insurance**

**FRIDAY, DECEMBER 16, 2011 BY 5:00 P.M. LOCAL TIME**



# VIRGIN ISLANDS HOUSING AUTHORITY **REQUEST FOR QUOTES**

**#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE**

---

## **5. QUOTE FORM**

**Each Respondent must submit one (1) original and three (3) copies of their quote response. All quotes must be submitted on the Quote Form provided by VIHA (see Attachment B). Failure to provide a quote for each item delineated on the Quote Form may result in the quote being determined “non-responsive” and subsequently disqualified from consideration.**

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

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

## **6. NO OFFER**

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

## **7. REJECTION OF QUOTES**

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

## **8. MODIFICATION OF SOLICITATION**

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

## **9. MODIFICATION OF CONTRACT**

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

## **10. NEW EQUIPMENT**

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

## **11. TAXES**

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



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

**12. CONTRACTOR STATUS**

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

**13. COST OF QUOTES**

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

**14. FUNDING LIMITATIONS**

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

**15. GOVERNMENT RESTRICTIONS**

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

**16. SECTION 3**

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

**17. ERRORS - QUOTE REJECTION**

Each correction made by the Respondent on the Quote Form **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil. No quote or line item shall be altered or amended after the quote submission due date and time. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above shall be cause for rejection of part or the entire quote.

**18. ACCEPTANCE PERIOD**

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

**19. QUOTE SIGNATURE**

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

**20. QUOTE WITHDRAWAL**

Quotes may be withdrawn by written request dispatched by the Respondent in time for delivery during the normal course of business prior to the time fixed for submission. Negligence on the part of the



# VIRGIN ISLANDS HOUSING AUTHORITY REQUEST FOR QUOTES

## #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

Respondent in preparing the documents confers no right of withdrawal or modification of the Respondent's quote after such documents are opened.

### **B. QUOTE EVALUATION PROTOCOL**

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

#### **1. DUE DILIGENCE**

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

#### **2. QUOTE EVALUATION PERIOD**

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

### **C. REQUIREMENTS OF THE CONTRACTOR**

#### **1. MANDATORY SUBMITTALS**

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

- Quote Form
- HUD Form 5369 – C - Certifications and Representations of Offerors Non-Construction Contracts
- Copy of Valid Business License
- W-9 – Request for Taxpayer Identification Number and Certification
- Small, MBE, WBE Business Self-Certification Form
- MBE/WBE Bid Data Form
- Section 3 Self-Certification Form
- Section 3 Narrative Action Plan
- Section 3 Statement
- Equal Employment Opportunity Statement
- Financial or Personal Interest Disclosure Statement
- Identification of Key Personnel Certification
- Non-Collusive Affidavit
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion



# VIRGIN ISLANDS HOUSING AUTHORITY REQUEST FOR QUOTES

## #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

- 
- Three (3) Reference Release Forms  
*(References submitted must address the Respondent's experience in the areas requested within this RFQ.)*
  - Record of Comparable Projects Completed in Past Two (2) Years
  - Record of Comparable Projects in Progress
  - No Offer Form (if applicable)

**NOTE 1:** The form of contract substantially represents the contract document that the Respondent selected by VIHA MUST agree to and execute (see Attachment G).

### 2. LICENSES / PERMITS

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

### D. CONTRACT ADMINISTRATION INFORMATION

Calixto Garcia, Chief Financial Officer, is responsible for the administration of this contract, unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert Graham, CPM, Executive Director. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

#### 1. CONTRACT PERIOD

The Contractor shall complete all work hereunder within the terms of the contract. Contract period shall be for twelve (12) months from the Execution Date of the Contract.

#### 2. OPTION TO EXTEND

The contract shall have an option to extend for up to two (2) additional twelve (12) month periods. Total contract period shall not exceed thirty-six (36) months from the Effective Date of the contract, i.e., the date on which the original contract is executed by VIHA.

#### 3. HOLIDAYS

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

New Year's Day	Three King's Day
Holy Thursday	Good Friday
President's Day	Easter Monday
Martin Luther King, Jr.'s Birthday	Transfer Day
VI Emancipation Day	Columbus Day
D. Hamilton Jackson Day	Veteran's Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Day after Christmas	Labor Day
Children's Parade Day – STT Carnival	Children's Parade Day – STX Carnival

If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.



VIRGIN ISLANDS HOUSING AUTHORITY  
**REQUEST FOR QUOTES**  
#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

**4. TERMINATION FOR CONVENIENCE AND DEFAULT**

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



# VIRGIN ISLANDS HOUSING AUTHORITY **REQUEST FOR QUOTES**

## **#2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE**

---

### **E. SPECIAL CONTRACT CONDITIONS**

#### **1. ADVERTISING**

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

#### **2. NOTICES**

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

José A. Bosque-Perez  
HUD Receiver/Contracting Officer  
The Virgin Islands Housing Authority  
402 Estate Anna's Retreat  
St. Thomas, Virgin Islands 00801

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

#### **3. COMPLIANCE WITH LAW**

The Contractor shall comply with all applicable Federal, State/Territory and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3)), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Contractor shall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Contractor shall comply with the provisions of 24 CFR ' 941.208. The Contractor shall obtain, at Contractor's expense, such permits, certificates and licenses as may be required in the performance of the work specified.

#### **4. INDEMNIFICATION**



## VIRGIN ISLANDS HOUSING AUTHORITY

# REQUEST FOR QUOTES

## #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE

---

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

### 5. STANDARDS OF CONDUCT

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

# **EXHIBIT A**

## **SCOPE OF WORK**

RFQ #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE  
**EXHIBIT A – SCOPE OF WORK/SERVICES**

---

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

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

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

- Executive Director
- Deputy Executive Director-STT
- Deputy Executive Director-STX
- Chief Financial Officer
- General Counsel
- Director of Modernization and Development
- Director of Housing Choice Voucher Program
- Director of Public Relations/Resident Services
- Procurement Manager
- Information Technology Manager
- PHAS/Compliance Officer
- Human Resources Manager
- AMP Managers-STT/STX
- Property Managers-STT/STX

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

The policy shall have the following limits:

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

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

# **EXHIBIT B**

## **QUOTE FORM**

**RFQ #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE  
EXHIBIT B – QUOTE FORM**

**Quote Form Instructions**

Quotes shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this RFQ. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. All quotes must be submitted on the form provided by VIHA. In order for a quote response to be considered responsive, the Respondent must submit its quote response in accordance with the following instructions:

Respondent must submit one (1) original and (3) copies of the Quote Form by quote due date and time.

**ALL QUOTE RESPONSES MUST BE TYPED.**

	INITIAL YEAR	OPTION YEAR #1	OPTION YEAR #2
REQUIRED SERVICE	ANNUAL PREMIUM	ANNUAL PREMIUM	ANNUAL PREMIUM
Directors and Officers Liability Insurance in Accordance with VIHA Scope of Work/Services (EXHIBIT A)			

<b>BUSINESS NAME</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

Company Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
HUD FORM 5370-C  
GENERAL CONTRACT CONDITIONS  
NON-CONSTRUCTION

# 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 (exp. 01/31/2014)

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

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

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section I – ~~General Conditions for All Non-Construction Contracts greater than \$100,000~~

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

---

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

---

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

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

## **22. Procurement of Recovered Materials**

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

# **EXHIBIT D**

HUD FORM 5369-B

INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION

# Instructions to Offerors Non-Construction

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



- 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:]

# **EXHIBIT E**

HUD FORM 5369-C

**CERTIFICATIONS AND REPRESENTATIONS OF  
OFFERORS NON-CONSTRUCTION CONTRACTS**

# Certifications and Representations of Offerors

## Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, 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 nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (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.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA 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.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  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.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, 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.
- (c)  is,  is not 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.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (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 (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(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 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 Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor 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 the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) 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 the HA 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.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, 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."

**7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**EXHIBIT F**  
NO OFFER FORM

**RFQ #2011-020 – DIRECTORS AND OFFICERS LIABILITY INSURANCE  
NO OFFER FORM**

**NO OFFER SUBMITTED FOR THE REASONS CHECKED BELOW:**

<input type="checkbox"/>	CANNOT COMPLY WITH THE SPECIFICATIONS.		<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENTS.
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S).		<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPES OF ITEM(S) INVOLVED.
<input type="checkbox"/>	OTHER (SPECIFY):			
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	

NAME AND ADDRESS OF FIRM:		SIGNATURE:	
		TYPE OR PRINT NAME AND TITLE OF SIGNER:	

(Fold and Mail to The Address Below)

**FROM:**

AFFIX  
STAMP  
HERE

**TO: THE VIRGIN ISLANDS HOUSING AUTHORITY  
PROCUREMENT DIVISION  
#402 ESTATE ANNA'S RETREAT  
ST. THOMAS, VIRGIN ISLANDS 00802**

**DATE AND TIME DUE:** FRIDAY, DECEMBER 16, 2011 AT 5:00 P.M. LOCAL TIME

# **EXHIBIT G**

## **FORM OF CONTRACT**

## SERVICE AGREEMENT

### Director's and Officer's Liability Insurance

---

This Service Agreement ("Agreement") between **The Virgin Islands Housing Authority (VIHA)**, of 402 Estate Anna's Retreat, St. Thomas, Virgin Islands, 00801, and XXXXXXXXXXXXXXXXXXXX. (Contractor), ofXXXXXXXXXXXXXXXXXXXXXXXXXXXX, a corporation qualified to do business in the US Virgin Islands, as further hereinafter referred to as the "Party" or "Parties".

**WHEREAS**, VIHA desires to secure a qualified firm to perform the following services: Director's and Officer's Liability Insurance (the "Services") as more particularly described in **Attachment A** (Request for Quotes # XXXX-XXX, and all Exhibits thereto), which is attached hereto and made a part hereof;

**WHEREAS**, VIHA solicited quotes from firms that desire to provide the Services pursuant to Request for Quotes # XXXX-XXX ("RFQ"), issued by VIHA on XXXXXXXXXXXXXXX;

**WHEREAS**, VIHA has reviewed and evaluated the quote responses received to the RFQ and determined that Contractor's quote, which is attached hereto and made a part hereof as **Attachment B** (Contractor's Quote), is the lowest responsive and responsible quote and the most advantageous to VIHA based on Contractor's plan, demonstrated experience, and fee, and

**WHEREAS**, the Parties hereto desire to enter into an agreement which sets forth the nature of the Services to be provided and terms and conditions associated therewith (the "Agreement").

**NOW, THEREFORE**, and in consideration of the mutual promises and conditions herein contained, the Parties hereto agree as follows:

**Section 1. Scope of Services**

Contractor shall perform the Services and provide the necessary materials, supplies, staff and equipment required to perform the Services as more specifically delineated in **Attachment A** and **Attachment B** attached hereto and incorporated by reference herein.

**Section 2. Agreement Price**

VIHA shall pay Contractor in accordance with the Quote Form that is attached hereto and made a part hereof as **Attachment B**. The total amount of the contract shall not exceed XXXXXXXXXXXX Dollars and 00/100(\$XXXX) for the Services. Payment will be made upon receipt and approval of invoices submitted in the format described in Section 4 of this Agreement.

**Section 3. Term**

Contractor shall perform the Services for twelve (12) months from the effective date of the Agreement. The Agreement prices for the initial year are set forth in **Attachment B**, and shall not to exceed XXXXXXXX Dollars and 00/100(\$XXXX). In VIHA's sole discretion, this Agreement may be extended in writing by VIHA for two (2) additional periods of twelve (12) months. Any such extension shall be made subject to the same terms and conditions set forth herein. The Agreement prices for the option year period are to be determined at the time of renewal.

#### Section 4. Invoices

VIHA shall assign a contract identification number to this Agreement ("Contract Number "XXXX-XXX") simultaneously with the execution of same. The Contract Number is a unique number and must be used by Contractor when referring to this Agreement.

- (a) Contractor shall submit an original and two (2) copies of all invoices (typed or written in blue ink), billed monthly to VIHA's Office of the Chief Financial Officer (address noted below). The Contract Number must be included on each invoice.

The Virgin Islands Housing Authority  
Office of the Chief Financial Officer  
#402 Estate Anna's Retreat  
St. Thomas, Virgin Islands 00801

Please include on the outside of the envelope "INVOICE ENCLOSED".

- (b) Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Section 3 related information (if applicable) shall be submitted in conjunction with the invoice for services. Failure to submit MBE/WBE and Section 3 related information with the request for payment will result in the invoice being returned to the vendor/Contractor with no penalty to VIHA.
- (c) Payment shall be made to Contractor within thirty (30) calendar days of receipt of an approved itemized invoice and all supporting documentation, so long as Contractor is in compliance with the terms of the Agreement.

#### Section 5. Insurance

Contractor shall maintain insurance coverage identified below during the term of this Agreement:

- (a) Applicable Worker's Compensation insurance in accordance with the laws of the US Virgin Islands. Contractor must obtain and provide VIHA with evidence that any subcontractor it uses in the performance of Services has a current worker's compensation insurance policy. Contractor hereby indemnifies VIHA and holds it harmless, from any claims, which might arise as a result of the failure of Contractor or its subcontractor to obtain and keep in full force and effect adequate worker's compensation insurance;
- (b) Sufficient insurance to reimburse VIHA for any loss sustained by it, its agents and/or employees as a direct and proximate result of the acts of Contractor, its agents, assigns and/or employees; and

Contractor agrees, and hereby authorizes its insurer, to notify VIHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage.

Contractor shall furnish to VIHA, a certificate of insurance for all required insurance coverage, prior to or upon the execution of this Agreement.

**Section 6. Indemnification**

VIHA is defined in this Section 6 to include VIHA Commissioners, employees, agents and/or assigns. To the fullest extent permitted by law, Contractor agrees to indemnify VIHA and hold it harmless from and against any and all claims, damages, losses or expenses, including reasonable attorneys fees, arising out of or in performance of the Services by Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**Section 7. Amendments and Modifications/Authorized Personnel**

The Contracting Officer is the only VIHA employee who has the authority to change, amend or modify this Agreement. Any modification of this Agreement shall be made pursuant to a written authorization, which sets forth the reason for the change. In addition, modifications to this Agreement shall be in writing and signed by the Contractor and the Contracting Officer.

**Section 8. Representations, Warranties and Covenants**

Contractor represents and warrants to VIHA that:

- (a) Contractor will perform the Services under this Agreement in accordance with the highest professional standards and in accordance with the descriptions and representations regarding the same which are set forth in this Agreement;
- (b) Contractor is a duly organized corporation qualified to do business in the US Virgin Islands or, doing business through an enterprise that is qualified to do business in the US Virgin Islands;
- (c) Contractor has authorized the execution, delivery and performance of this Agreement;
- (d) The person signing this Agreement has been duly authorized by Contractor to execute and deliver same;
- (e) This Agreement is a valid, enforceable and legally binding obligation of the Contractor;
- (f) Contractor has and will maintain and keep in full force and effect during the term of this Agreement all required licenses, certifications and permits necessary to perform the Services; and
- (g) Contractor will perform the Services in compliance with applicable Federal, State/Territory and local laws, regulations and ordinances as well as all pertinent codes of ethics and professional standards.

**Section 9. Termination for Convenience and Default**

See Paragraph 4 of the HUD Form 5370-C General Contract Conditions for Non-Construction made a part of this Agreement. In arriving at the amount due the Contractor for a termination for convenience, in no event shall the payment to the Contractor exceed the Agreement Price set forth in Section 2 of this Agreement and there shall be deducted (1) all unliquidated advance or progress payments to the Contractor under the terminated portion of this Agreement, and (2) any claim which VIHA has against

the Contractor under this Agreement. In arriving at the amount due the Contractor after a termination for default, in no event shall the payment to Contractor under Paragraph 4(c)(1) of the HUD Form 5370-C General Conditions for Non-Construction exceed the Agreement Price set forth in Section 2 of this Agreement.

**Section 10. Disputes**

See Paragraph 3 of the HUD Form 5370-C General Contract Condition for Non-Construction made a part of this Agreement.

**Section 11. Notices**

Notices given pursuant to this Agreement shall be in writing and shall be to VIHA or Contractor by delivering it to the Party or by depositing it in the United States mail postage prepaid, addressed to the Parties as follows:

**TO VIHA:**

Robert Graham, CPM  
Executive Director  
The Virgin Islands Housing Authority  
402 Estate Anna's Retreat  
St. Thomas, Virgin Islands 00801

**TO CONTRACTOR:**

XXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

**Section 12. Contracting Officer**

As used in this Agreement, the term Contracting Officer means, the person delegated the authority by VIHA to enter into, administer, and/or terminate this Agreement and designated as such in writing to Contractor. The term includes any successor Contracting Officer. The Contracting Officer shall be deemed the authorized agent of VIHA in all dealings with Contractor.

**Section 13. Entire Document Order of Precedence for Conflict Resolution**

The Parties further acknowledge hereby acknowledge that no express or implied representations, warranties, conditions or understandings, other than those set forth in this Agreement, have been made by and between them.

The Parties further acknowledge that the following attachments are incorporated herein and made a part of this Agreement.

1. **Attachment A**  
Request for Quotes # XXXX-XXX, and all Exhibits thereto
2. **Attachment B**  
Contractor's Quote

3. **Attachment C**  
HUD Form 5370-C, General Contract Conditions for Non-Construction

The Parties understand that this Agreement constitutes the entire understanding of the Parties. In the event that there are inconsistencies between any of the terms in this Agreement, then that term which imposes the highest level of obligation upon the Contractor shall govern.

**Section 14. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the US Virgin Islands.

**Section 15. Effective Date**

This Agreement is effective as of the date that it is executed by VIHA's Contracting Officer.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered in to.

DATE: \_\_\_\_\_

**THE VIRGIN ISLANDS HOUSING AUTHORITY**

By: \_\_\_\_\_

Name: Robert Graham, CPM

Title: Executive Director

DATE: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Name: XXXXXXXX

Title: XXXXXXXXXXXX

SAMPLE

**EXHIBIT H**  
FINANCIAL OR PERSONAL INTEREST DISCLOSURE  
STATEMENT

**VIRGIN ISLANDS HOUSING AUTHORITY  
FINANCIAL OR PERSONAL INTEREST DISCLOSURE STATEMENT**

---

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

Each officer or principal is required to submit this Financial or Personal Interest Disclosure Statement, **notarized** (If a financial or personal interest exists, Vendors are required to make **Full Disclosure** in a Disclosure Statement (see instructions below) and should **not** submit this Financial or Personal Interest Disclosure Statement Form).

**FINANCIAL OR PERSONAL INTEREST DISCLOSURE STATEMENT**

The undersigned certifies that none of the Certain Persons identified below will have any personal, financial, or business interest in this proposed contract or the above-identified business now, in the future, or over the past two years, as further defined below:

- (1) **Certain Persons** - (a) present or former members or officers of VIHA's Board of Commissioners or any member of their immediate family; (b) any employee of VIHA or any member of their immediate family; (c) any public official or any member of their immediate family;
- (2) **Immediate Family** - current spouse, mother, father, child, brother and sister, including "half" or "step" relatives (e.g. stepchild, half-brother) ;
- (3) **Financial or Business Interests** - meaning any interest which yields or has the potential of yielding a monetary or other material gain or benefit;
- (4) **Personal Interest** - meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved.

**SOLE PROPRIETORSHIPS**

**PARTNERSHIPS**

**CORPORATIONS**

\_\_\_\_\_  
Owner (PRINT NAME)

\_\_\_\_\_  
Partner (PRINT NAME)

\_\_\_\_\_  
Officer (PRINT NAME)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

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

**FULL DISCLOSURE INSTRUCTIONS**

Vendors having a financial or personal interest in this proposed contract or the above-identified business shall make immediate, full and complete disclosure in writing to the VIHA's Executive Director or designee (a "Disclosure Statement").

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

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

**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 reserves 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.*

**EXHIBIT I**  
IDENTIFICATION OF KEY PERSONNEL  
CERTIFICATION

**VIRGIN ISLANDS HOUSING AUTHORITY  
IDENTIFICATION OF KEY PERSONNEL CERTIFICATION**

**COMPANY NAME:** \_\_\_\_\_

Each Sole Proprietor, Partnership, Corporation or other entity that is an Offeror under this offer request is required to submit this Identification of Key Personnel Certification.

**STATE/TERRITORY OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and says that he or she is a \_\_\_\_\_ of  
(A Partner or Officer of Business, etc.)

\_\_\_\_\_ who is making the foregoing offer, and certifies that the following persons hold the positions identified  
(Name of Business)

below (print or type):

**SOLE PROPRIETORSHIPS:**

Owner \_\_\_\_\_

**PARTNERSHIPS: \***

Partner \_\_\_\_\_

Partner \_\_\_\_\_

Partner \_\_\_\_\_

\* Identify additional partners (if any) on a separate page

**CORPORATIONS:**

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Other Officer \*\* \_\_\_\_\_

Other Officer \*\* \_\_\_\_\_

Other Officer \*\* \_\_\_\_\_

Other Officer \*\* \_\_\_\_\_

\*\* Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)

I certify that the above-identified sole proprietor, partners, or corporate officers hold the positions identified above and that I have not excluded any persons.

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_\_\_ 2011

\_\_\_\_\_  
**Signature of Sole Proprietor**  
If Respondent is an Individual

\_\_\_\_\_  
**Signature of Partner**  
If Respondent is a Partnership

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Signature of Officer**  
If Respondent is a Corporation

**My Commission expires:**

**WARNING:** All information is to be true and accurate. False, misleading statements or failure to provide all information requested will disqualify an offeror from the offer request 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 an offeror is qualified to be participating in the offer request process.

**EXHIBIT J**  
NON-COLLUSIVE AFFIDAVIT

**VIRGIN ISLANDS HOUSING AUTHORITY  
NON-COLLUSIVE AFFIDAVIT**

---

**STATE/TERRITORY OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she

is a \_\_\_\_\_ of \_\_\_\_\_  
(A Partner or Officer of Business, etc.) (Name of Business)

who is making the foregoing quote, proposal or bid, that such quote, proposal or bid is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent or person, to put in a sham quote, proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the quote, proposal or bid price of affiant or of any other Respondent, or to fix any overhead, profit or cost element of said quote, proposal or bid price, or that of any other Respondent, or to secure any advantage against

**The Virgin Islands Housing Authority**

or any person interested in the proposed contract; and that all statements in said quote, proposal or bid are true.

\_\_\_\_\_  
**Signature of Respondent,**  
If Respondent is an Individual

\_\_\_\_\_  
**Signature of Partner,**  
If Respondent is a Partnership

\_\_\_\_\_  
**Signature of Officer,**  
If Respondent is a Corporation

**Subscribed and sworn to before me this**

\_\_\_\_\_ day of \_\_\_\_\_, 2011

**Notary Public**

**My Commission expires:**

**EXHIBIT K**  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)  
STATEMENT

**VIRGIN ISLANDS HOUSING AUTHORITY  
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The following statement must be signed by an authorized official, notarized and submitted along with the quote form(s).

“ \_\_\_\_\_”(Name of Firm) does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or familial status. The Firm 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 or compensation; and selection for training, including apprenticeship.”

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (Print)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

# **EXHIBIT L**

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

**VIRGIN ISLANDS HOUSING AUTHORITY  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

This certification is being required by the Virgin Islands Housing Authority for the following solicitation:

**RFQ #2011-020 – Directors and Officers Liability Insurance**

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

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

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

\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT M**  
**RECORD OF COMPARABLE PROJECTS**  
**IN PAST TWO YEARS**



**EXHIBIT N**  
RECORD OF COMPARABLE PROJECTS  
IN PROGRESS



# **EXHIBIT O**

## **SMALL, MINORITY, WOMEN-OWNED BUSINESS SELF-CERTIFICATION FORM**

**VIRGIN ISLANDS HOUSING AUTHORITY**  
**SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN SELF-CERTIFICATION FORM**

---

The Vendor represents and certifies that it...

(a)  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.

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

(c)  is,  is not a minority business enterprise. "Minority business enterprise," means a business which is at least fifty-one percent (51%) owned or controlled by one (1) or more minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one (1) or more minority group members, and whose management and daily operations are controlled by one (1) or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- |  |   |
|--|---|
| <input type="checkbox"/> Asian Indian Americans  | <input type="checkbox"/> Hasidic Jewish Americans |
| <input type="checkbox"/> Asian Pacific Americans | <input type="checkbox"/> Hispanic Americans       |
| <input type="checkbox"/> Black Americans         | <input type="checkbox"/> Native Americans         |

is **not** a Small, Minority, or Women-Owned Business Concern business (form **must** be notarized **only** if certifying as a Small, Minority, or Women-Owned Business Concern business).

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2011

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

My commission expires

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PROJECT TITLE:** RFQ#2011-020 – Directors and Officers Liability Insurance  
**PROJECT AMOUNT:** \$ \_\_\_\_\_

**EXHIBIT P**  
MINORITY AND WOMEN-OWNED BUSINESS  
ENTERPRISES (MBE/WBE) BID DATA FORM

**VIRGIN ISLANDS HOUSING AUTHORITY  
MBE/WBE DATA FORM**

---

**List of Proposed  
Minority Business Enterprises and Women-Owned Enterprises  
Subcontractors and Suppliers**

The Respondent proposes to subcontract with the following Minority Business Enterprises (MBEs) and Women-Owned Enterprises (WBEs) for this project. The Respondent acknowledges that **all** MBEs and WBEs, regardless of tier, are to be listed on this form.

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Type of Service:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_ **Percent of Project:** \_\_\_\_\_

\_\_\_\_\_ **MBE**          \_\_\_\_\_ **WBE**          \_\_\_\_\_ **Subcontractor**          \_\_\_\_\_ **Supplier**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Type of Service:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_ **Percent of Project:** \_\_\_\_\_

\_\_\_\_\_ **MBE**          \_\_\_\_\_ **WBE**          \_\_\_\_\_ **Subcontractor**          \_\_\_\_\_ **Supplier**

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Type of Service:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_ **Percent of Project:** \_\_\_\_\_

\_\_\_\_\_ **MBE**          \_\_\_\_\_ **WBE**          \_\_\_\_\_ **Subcontractor**          \_\_\_\_\_ **Supplier**

*COPY FORM AS NECESSARY*

**PROJECT TITLE:** RFQ#2011-020 – Directors and Officers Liability Insurance  
**PROJECT AMOUNT:** \$ \_\_\_\_\_

# **EXHIBIT Q**

**SECTION 3 SELF-CERTIFICATION FORM**

**SECTION 3 NARRATIVE ACTION PLAN**

**SECTION 3 STATEMENT**

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

---

The Vendor represents and certifies that it...

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

( ) **Category 1 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 2 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by the Virgin Islands Housing Authority that is expending the Section 3 covered assistance; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 3 Business**

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

( ) **Category 4 Business**

- ( ) Fifty-one percent (51%) or more owned by Section 3 residents; or
- ( ) Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or
- ( ) Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

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

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary

My commission expires

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROJECT TITLE:** RFQ #2011-020 Directors and Officers Liability Insurance  
**PROJECT AMOUNT:** \$ \_\_\_\_\_

THE VIRGIN ISLANDS HOUSING AUTHORITY  
**Section 3 Narrative Action Plan**

---

**NARRATIVE FORMAT**

Please address the below referenced areas in your Section 3 Narrative Action Plan.

I. Overview

1. Description of the project's work detail
2. Proposed positions for new hires (job description, if available)

II. Describe how your company will advertise the positions.

III. Implementation Schedule

Provide an overview of the activities involved in executing this plan.

IV. Describe the type of technical assistance your company will require from The Virgin Islands Housing Authority in order to effectively implement this plan.

V. Are there any other *creative* or *innovative* ideas your company would like to implement in order to fulfill your Section 3 compliance obligations? If yes, please describe.

VI. Can your company provide training opportunities for public housing residents as an option for meeting your Section 3 requirements? If yes, provide an overview of your training plan.

**PROJECT TITLE:** RFQ #2011-020 Directors and Officers Liability Insurance  
**PROJECT AMOUNT:** \$ \_\_\_\_\_

**VIRGIN ISLANDS HOUSING AUTHORITY**  
**SECTION 3 STATEMENT**

---

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 170 1u (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 person; particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by there execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violations of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions; termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and section 7(b) agree to comply with Section 3 to maximum extent feasible, but not in derogation of compliance with section 7(b).

\_\_\_\_\_  
**Name (Print)**

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**EXHIBIT R**  
REFERENCE RELEASE FORM

**VIRGIN ISLANDS HOUSING AUTHORITY  
REFERENCE RELEASE FORM**

I, being \_\_\_\_\_ of \_\_\_\_\_  
give VIHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: \_\_\_\_\_

<b>SOLICITATION NUMBER AND TITLE: RFQ #2011-020- Directors and Officers Liability Insurance</b>							
<b>COMPANY NAME:</b>							
<b>COMPANY ADDRESS:</b>							
<b>CONTACT PERSON:</b>							
<b>PHONE/FAX NUMBERS:</b>							
<b>TECHNICAL PERFORMANCE</b>							
<b>FACTORS/RATINGS</b>	<b>"PLUS" (6)</b>	<b>"EXCELLENT" (5)</b>	<b>"GOOD" (4)</b>	<b>"FAIR" (3)</b>	<b>"POOR" (2)</b>	<b>"UNSATISFACTORY" (1)</b>	<b>NOT APPLICABLE (N/A)</b>
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.							
<b>MANAGEMENT PERFORMANCE</b>							
<b>FACTORS/RATINGS</b>	<b>"PLUS" (6)</b>	<b>"EXCELLENT" (5)</b>	<b>"GOOD" (4)</b>	<b>"FAIR" (3)</b>	<b>"POOR" (2)</b>	<b>"UNSATISFACTORY" (1)</b>	<b>NOT APPLICABLE (N/A)</b>
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
<b>CUSTOMER SATISFACTION</b>							
<b>FACTORS/RATINGS</b>	<b>"PLUS" (6)</b>	<b>"EXCELLENT" (5)</b>	<b>"GOOD" (4)</b>	<b>"FAIR" (3)</b>	<b>"POOR" (2)</b>	<b>"UNSATISFACTORY" (1)</b>	<b>NOT APPLICABLE (N/A)</b>
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

**Total Dollar Amount of Contract:** \_\_\_\_\_

**Description of Work Performed By Contractor:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Would you use Contractor again?** \_\_\_\_\_ Y \_\_\_\_\_ N  
\_\_\_\_\_  
\_\_\_\_\_

**VIRGIN ISLANDS HOUSING AUTHORITY  
REFERENCE RELEASE FORM**

I, being \_\_\_\_\_ of \_\_\_\_\_  
give VIHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: \_\_\_\_\_

<b>SOLICITATION NUMBER AND TITLE: RFQ #2011-020- Directors and Officers Liability Insurance</b>							
<b>COMPANY NAME:</b>							
<b>COMPANY ADDRESS:</b>							
<b>CONTACT PERSON:</b>							
<b>PHONE/FAX NUMBERS:</b>							
TECHNICAL PERFORMANCE							
FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
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	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
CUSTOMER SATISFACTION							
FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

**Total Dollar Amount of Contract:** \_\_\_\_\_

**Description of Work Performed By Contractor:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Would you use Contractor again?** \_\_\_\_\_ Y \_\_\_\_\_ N  
 \_\_\_\_\_  
 \_\_\_\_\_

**VIRGIN ISLANDS HOUSING AUTHORITY  
REFERENCE RELEASE FORM**

I, being \_\_\_\_\_ of \_\_\_\_\_  
give VIHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: \_\_\_\_\_

<b>SOLICITATION NUMBER AND TITLE: RFQ #2011-020- Directors and Officers Liability insurance</b>							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE/FAX NUMBERS:							
TECHNICAL PERFORMANCE							
FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
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	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
CUSTOMER SATISFACTION							
FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract: \_\_\_\_\_

Description of Work Performed By Contractor: \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_

Would you use Contractor again? \_\_\_\_\_ Y \_\_\_\_\_ N  
\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT S**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER AND CERTIFICATION**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
OR								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

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

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

<sup>3</sup>You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

