

RFQ #2011-017



VIRGIN ISLANDS HOUSING AUTHORITY

ROOF REPAIR/RESURFACING AT BUILDING 1

LUDVIG HARRIGAN COURT

ST. CROIX

REQUEST FOR QUOTE

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
#2011-017 – ROOF REPAIR/RESURFACING AT BUILDING 1
LUDVIG HARRIGAN COURT-ST. CROIX

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

ISSUE DATE: Wednesday, November 23, 2011

**SITE INSPECTION DATE, TIME
AND LOCATION:**

FRIDAY, DECEMBER 2, 2011 AT 10:00 A.M.

***All interested parties will meet in front of
Building 1 at Ludvig Harrigan Court**

DUE DATES FOR QUOTES: Tuesday, December 13, 2011

DUE TIME FOR QUOTES: 12:00 P.M. Local Time

QUOTE SUBMISSION PLACE: The Virgin Islands Housing Authority
St. Croix Central Office
#5 Upper Bethlehem
St. Croix, VI 00850

BID DOCUMENT DOWNLOAD AT: www.vihousing.org

DIRECT INQUIRIES TO: Marilyn Miller
Procurement Manager
Fax - (340) 715-7419
E-Mail - mmiller@vihousing.org
#402 Anna's Retreat
St. Thomas, VI 00802

All inquiries must be received via fax or e-mail no later than Wednesday, December 7, 2011, by 12:00 Noon Local Time. All quotes are subject to the Conditions, Instructions and Specifications attached hereto.

Robert Graham, CPM
Executive Director

Date



VIRGIN ISLANDS HOUSING AUTHORITY
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LUDVIG HARRIGAN COURT-ST. CROIX

RFQ EXHIBITS

- EXHIBIT A -** Specifications/Project Drawings
- EXHIBIT B -** Quote Form
- EXHIBIT C -** HUD Form 5370 EZ - General Contract Conditions for Small Construction and Development Contracts
- EXHIBIT D -** HUD Form 5369 - Instructions to Bidders for Contracts
- EXHIBIT E -** HUD Form 5369 - A - Representations, Certifications, and Other Statements of Bidders
- EXHIBIT F -** Form of Contract
- EXHIBIT G -** Non-Collusive Affidavit
- EXHIBIT H -** Reference Release Forms
- EXHIBIT I -** W-9 - Request for Taxpayer Identification Number and Certification
- EXHIBIT J -** Wage Decision #VI20080001
- EXHIBIT K -** Liability Questionnaire



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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 construction contract for Roof Repair/Resurfacing at Building 1, Ludvig Harrigan Court, St. Croix, Virgin Islands.

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, Exhibits, 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
Procurement Department
#402 Anna's Retreat
St. Thomas, VI 00802

Fax Number – 340-715-7419
E-mail Address – 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 #2011-017
- 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 – **WEDNESDAY, DECEMBER 7, 2011 AT 12:00 NOON LOCAL TIME.**
- 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.



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- 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.

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



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impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

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

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

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

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

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

3. SPECIFICATIONS / PROJECT DRAWINGS/PLANS

Contractor shall perform the scope of work/services in accordance with **Exhibit 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 #2011-017- Roof Repair/Resurfacing at Building 1, Ludvig Harrigan Court, St. Croix
Tuesday, December 13, 2011 by 12:00 P.M. LOCAL TIME

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 Exhibit B). Failure to provide



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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 Exhibits. 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.

12. CONTRACTOR STATUS

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



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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 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.



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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

Along with submission of the Quote Forms, each Respondent must submit two (2) completed and signed Reference Release Forms and notarized Non-Collusive Affidavit. *(Please provide the names, addresses and telephone numbers of at least two (2) references which may be contacted that have used the services of your organization. References submitted **must** address the Respondent's experience in the areas requested within this RFQ.)*

The successful Respondent(s) will be required to submit mandatory VIHA forms and affidavits. The mandatory forms will be forwarded to the successful Respondents prior to contract award. Forms should be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory forms are:

- HUD Form 5369C - Certifications and Representations of Offerors Non-Construction Contracts
- Financial or Personal Interest Disclosure Statement
- Identification of Key Personnel Certification
- Equal Employment Opportunity Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Small, MBE, WBE Business Self-Certification Form
- MBE/WBE Bid Data Form Certification
- Section 3 Self Certification Form
- All applicable licenses and permits required by Federal and State/Territory Laws to perform under the subsequent contract

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



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NOTE 2: The *pro forma* contract substantially represents the contract document that the Respondent selected by VIHA MUST agree to and execute (see Exhibit F).

2. LICENSES / PERMITS

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

3. INSURANCE REQUIREMENTS

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

- A. Worker's Compensation, in accordance with the laws of the Territory of the US Virgin Islands.
- B. The Contractor shall carry Commercial General Liability Insurance in the amount of \$1,000,000 with combined minimum limits of coverage of \$50,000 per occurrence.
- C. **VIHA shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA, its officers, agents and employees, harmless from any and all claims made against VIHA's officers, agents and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agreement to indemnify and hold VIHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.
- D. **Proof of insurance shall be provided to VIHA prior to execution of this Contract.** VIHA specifically reserves the right to require the Contractor to provide certified copies of such policy or policies.

Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Marilyn Miller, Interim Director of Procurement, Procurement Department, #402 Estate Anna's Retreat, St. Thomas, Virgin Islands 00801, sent by certified mail, return receipt requested.

4. BONDING REQUIREMENTS **REQUIRED FOR ALL ACTIONS \$25,000 AND ABOVE**

BID BOND

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

A Respondent's failure to submit the completed Quote Form and 5% Bid Bond with its quote submission prior to the offer submission date and time shall render the offer non-responsive and ineligible for award.



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

PERFORMANCE AND PAYMENT BONDS REQUIRED FOR ALL ACTIONS \$100,000 AND ABOVE

1. PERFORMANCE BOND

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

2. SURETY (PAYMENT) BOND

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

3. 20% CASH ESCROW

The successful Respondent will be required to furnish a 20% Cash Escrow. Such Escrow will insure performance over the entire term of the contract.

4. IRREVOCABLE LETTER OF CREDIT

The successful Respondent will be required to furnish a 25% irrevocable letter of credit. Such Letter of Credit will insure performance over the entire term of the contract.

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

5. LABOR COMPLIANCE REQUIREMENTS

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

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

D. CONTRACT ADMINISTRATION INFORMATION

Lydia Hughes, Director of Modernization and Development, is responsible for the administration of this contract, unless otherwise stated in the contract. The Contracting Officer for this contract will be Robert



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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 fifteen (15) calendar days as stated within the time schedule established within the Notice to Proceed. In accordance with Section 33 of the HUD Form 5370 - General Conditions of the Contract for Construction, if the Contractor fails to complete the work within the time period specified in the contract, as specified in Section 32 of HUD Form 5370 - General Conditions of the Contract for Construction captioned Default, the Contractor shall pay as liquidated damages the sum of **\$263.00** per calendar day of delay.

2. 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.

3. 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 34 of the HUD Form 5370 - General Conditions of the Contract for 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.

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.



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2. NOTICES

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

Robert Graham, CPM
Executive Director
The Virgin Islands Housing Authority
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

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

SPECIFICATIONS/SCOPE OF WORK

VIRGIN ISLANDS HOUSING AUTHORITY

SCOPE OF WORK

**#2011-017 – ROOF REPAIR/RESURFACING AT BUILDING 1 AT
LUDVIG HARRIGAN COURT – ST. CROIX**

SCOPE OF WORK

The Virgin Islands Housing Authority (VIHA) invites interested licensed roofing contractors to provide services to remove the existing roof coating at Building 1 and repair the concrete substrate, then resurface with an approved roofing membrane. The successful contractor shall provide all required services and supplies to include all personnel, labor, material, equipment, freight and transportation in accordance with the contract requirements to complete this roof resurfacing work.

The scope of work includes the following:

- Remove approximately three thousand, nine hundred square feet (3,900 s.f.) of existing damaged roofing membrane.
- Remove all damaged roofing debris from the site and transport to a locally approved landfill.
- Prep/Powerwash the damaged roof surface area and provide appropriate temporary roof covering in order to eliminate any interior leaks to the apartments below during the term of this contract work.
- Repair/Seal all exposed/damaged concrete surface cracks and imperfections. Finish sealed areas with recommended fabric tape as per manufacturer's instructions.
- Contractor shall ensure positive roof slope towards the existing roof drains. Cement plaster with an approved adhesive additive (Acryl 60 Acrylic Polymer Liquid Internal Bonding Admixture or approved equal) shall be used to accomplish this positive slope. Positive slope shall be no less than 1/8" per foot.
- Ensure free water flow at all roof drains. Coordinate this with VIHA Maintenance staff, prior to completion of the contract work.
- Apply Vulkem 171 primer coat or an Approved Equal to the repaired concrete roof area.
- Apply Vulkem 450 Base Coat and Vulkem 451 Finish Coat to the specified roof area.
- All work shall be performed in compliance with VIHA Approved manufacturer's specification.
- Ensure appropriate transition/overlapping of new membrane around vent pipes and utility boxes located on the roof.
- All top (flat areas) and side edges of roof shall be covered with Urethane roof coating.
- The finish color (UV coat) of the Urethane system shall be white.
- Clean entire roof of all debris.
- The work shall be performed between the hours of 8:00 am to 5:00 pm weekdays or/and 9:00 am to 4:00 pm on weekends to ensure work is completed within the required timeframe.
- The contractor shall guarantee the workmanship and materials for a period of one (1) year from the date of acceptance by the VIHA.

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SCOPE OF WORK

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- The Contractor shall field verify all dimensions and existing conditions. Contractor shall notify VIHA of any discrepancies in the specified scope of work prior to the submission of their bid.

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SCOPE OF WORK

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LUDVIG HARRIGAN COURT – ST. CROIX**

SECTION 01010
PROJECT SUMMARY

1. GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Removal of approximately 3,900 square feet of existing roofing membrane to a clean concrete substrate; repair cracks and apply Elastomeric Coating as Approved by VIHA and as per Section 07560. These specifications are to assist in the roof repairs of Building 1 at Ludvig Harrigan Court located on the island of St. Croix, U. S. Virgin Islands.

1.02 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 7560 - Fluid Applied Elastomeric Roofing.

1.03 DEFINITIONS.

The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.

- A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
- B. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
- C. Provide: Provide means furnish and install.
- D. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the Contractor in his own shop.

1.04 INSURANCE, DESIGNATED PURCHASER.

- A. The Contractor shall purchase and maintain Workers, Compensation, Commercial General Liability and Automobile Liability insurance in accord with the General Conditions and Supplementary General Conditions.

1.05 CONTRACTS

- A. Construct project under a single Construction Contract.

1.06 PRODUCTS

- A. Products furnished by each contractor shall comply with the following:
 - 1. No Asbestos Containing Materials, Lead Paint, or other Hazardous Materials, Shall be Furnished.
- B. Delivered and unloaded at site.

- C. Contractor's duties:
1. Designate specific delivery date for each product in approved construction schedule.
 2. Promptly inspect delivered products, report damaged or defective items.
 3. Handle at site, including unloading, uncrating and storage.
 4. Protect from exposure to elements, from damage.
 5. Repair or replace items damaged as result of Contractor's operations.
 6. Install, connect, finish products.

**1.07 WORK SEQUENCE
(NOT APPLICABLE)**

1.08 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
1. Law.
 2. Permits.
 3. Contract.
 4. Housing Authority's representative.
 - a. Confer with Housing Authority's representative and obtain full knowledge of all- site rules and regulations affecting work.
 - b. Conform to site rules and regulations while engaged in project construction.
 - c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
 - d. Employee list: The Housing Authority's representative may examine Contractor's list of employees, including those of his subcontractors and their agents.
 - e. Vehicle use: Rigidly enforce the following:
 1. Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on the premises.
 2. Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
 3. Parking: Permitted only in areas designated by the Housing Authority representative.
 4. All traffic control subject to Housing Authority's representative's approval.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products, stored on premises.
- E. Move all stored products or equipment which interfere with operations of the Housing Authority.
- F. Obtain and pay for use of additional storage or work area needed for operations.
- G. Limit use of site for work and storage:
1. Refer to Site Drawings for limitations of site access and parking.

2. All material storage of materials shall be consolidated in one area only.
 3. Contractor shall provide toilet facilities for construction personnel. Use of existing facilities shall not be allowed.
 4. Access to site by Contractor's personnel shall be limited to construction areas only.
- H. Contractors and the Architect will provide reasonable access to the site and shall not prohibit nor interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units.
1. All site visitors shall comply with personal protection regulations, including hard hats, when necessary.
 2. Reasonable proof of identification and signature to the visitor's log shall be required of the visitors by the contractor's site superintendent.
- I. Fire Protection:
1. Fires: Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the construction site but shall be removed from the site not less than once per week to prevent the accumulation of combustibles on the site or within the building.
 2. Welding and Cutting: It shall be the responsibility of the Contractor to take precautionary measures to prevent fire.
 3. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL Listed and Labeled safety cans and shall be stored away from hazardous work areas.

END OF SECTION

SECTION 07560

FLUID-APPLIED ELASTOMERIC ROOFING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Provide a complete elastomeric polyurethane waterproofing coating system where indicated on the Drawings, including all applicable sealants and elastomeric flashings needed to ensure a complete waterproof and weathertight system for roof surfaces at locations indicated.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 SUBMITTALS

- A. Comply with pertinent provisions of Section 01330.
- B. Product data:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings or catalog illustrations in sufficient detail to show installation and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's current recommended installation procedures which, when reviewed by Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
 - 5. Written documentation of applicator's qualifications, including reference projects of similar scope and complexity, with current phone contacts of architects and owners for verification.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Applicator qualifications:
 - 1. Applicator shall have at least three years experience in installing materials of types specified and shall have successfully completed at least three projects of similar scope and complexity.
 - 2. Applicator shall designate a single individual as project foreman who shall be on site at all times during installation.
- C. Convene a pre-installation job-site conference three weeks prior to commencing work of this Section:

1. Secure attendance by Architect, Contractor, applicator, and authorized representatives of the coating system manufacturer and interfacing trades.
2. Examine Drawings and Specifications affecting work of this Section, verify all conditions, review installation procedures, and coordinate scheduling with interfacing portions of the Work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in manufacturer's unopened containers with all labels intact and legible at time of use.
- B. Maintain the products in accord with manufacturer's recommendations with proper precautions to ensure fitness of material when installed.
- C. Comply with pertinent provisions of Section 01660.

1.05 SUBSTRATE CONDITIONS

- A. General:
 1. Provide applicator with surfaces that are broom clean, dry, sound and free of voids, bugholes, rockpockets, honeycombs, protrusions, excessive roughness, foreign matter, frost, ice and other contaminants which may inhibit application or performance of the waterproofing coating system.
 2. Using suitable abrasive methods, remove residue of form release, curing compound, chemical retarders and other surface treatments, laitance, mortar smear, sawcutting residue, mill scale, rust, loose material and other contaminants from concrete, masonry and ferrous metal surfaces to receive the work of this Section.
- B. Concrete: Where work of this Section will be applied to concrete, provide surfaces that are smooth with finish equal to one that is light steel troweled followed by a light broom texture.
- C. Plywood: Where work of this Section will be applied to plywood, provide exterior grade plywood, 5/8" thick minimum, with A-side up, blocked under every joint and fastened with ring-shank nails.
- D. Decks:
 1. Slope deck surfaces to drains that have wide flanges at coating level which are flush with deck surfaces.
 2. Rigidly install pipe, vents and other surface protrusions, properly flash them, and cover to prevent entry of coating materials.
- E. Metal flashings: Where metal flashings are substrate to waterproofing coating, set the flashings in continuous bedding bead of urethane sealant; install sealant S-bead between metal laps and mechanically fasten to substrate along leading edges at every 4" on center, staggered linearly, to lay flat without fishmouths.
- F. Joints: Configuration shall be consistent with this Section and with all other requirements of the Contract Documents.

1.06 WARRANTY

- A. Deliver to the Architect signed copies of the following written warranties against defective materials and workmanship for a period of two years following date of completion. Warrant that installed waterproof coating system shall be free of defects including

adhesive failure, cohesive failure, weathering deficiencies and waterproofing failure resulting from substrate cracking up to 1/16 inch.

1. Manufacturer's standard warranty covering materials;
2. Applicator's standard warranty covering workmanship.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide a complete fluid-applied elastomeric polyurethane waterproofing coating system having the following minimum attributes:
 1. Fully adhered elastomeric roof coating system suitable for conditions of ponding water.
 2. Class A fire rating on noncombustible substrates.
 3. Install coating system base coat at minimum rate of 4 gallons per square (60 mils).
 4. Install coating system finish coat at minimum rate of 1 gallon per square (15 mils).
 5. Color to be selected by Architect from manufacturer's standard color range.
 6. Acceptable products:
 - a. Vulkem 450/451

2.02 ACCESSORIES

- A. Primer: As recommended by coating system manufacturer.
- B. Joint backing: Closed-cell, polyethylene rod as recommended by coating manufacturer.
- C. Sealant:
 1. Vulkem 922
 2. Vulkem 227
 3. Dymeric 240
 4. or prior approved equal
- D. Patching compound: Use manufactured, prepackaged, latex modified, cementitious repair mortars for correction of concrete surface deficiencies that are mixed and installed in accord with manufacturer's instructions and are verified as compatible in writing by coating system manufacturer.
- E. Aggregate: 40-50 mesh silica sand; local aggregate approved by coating manufacturer

2.03 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor and approved by the coating system manufacturer as compatible, subject to review of the Architect.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Applicator shall examine the areas and conditions under which work of this Section will be performed.
 1. Verify conformance with manufacturer's requirements;

2. Report unsatisfactory conditions in writing to the Architect;
3. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Surface preparation and detailing procedures to be in accord with waterproof coating system manufacturer's instructions and recommendations except where more stringent requirements are indicated.
- B. Clean all deck surfaces to receive coating system in accord with manufacturer's instructions; vacuum clean or blow clean with oil-free compressed air all surfaces to receive sealants, detailing materials or coatings immediately prior to installation.
- C. Rout, clean, prepare and detail surface cracks in accord with manufacturer's instructions; install backer rod where required.
- D. Clean metal surfaces to bright metal by wire brushing or mechanical etching; scuff-sand lead flashing and plastic surfaces.
- E. Prime surfaces in accord with manufacturer's instructions.
- F. Install 1/4" diameter backer rod into corner of all horizontal-to-vertical junctures subject to movement and cover with 1" detail cant of approved sealant; install 1" detail cants at projections, curbs and other horizontal-to-vertical junctures.
- G. Install detail coats, joint and crack treatments, and liquid flashings in accord with manufacturer's instructions.
- H. Allow detail applications to cure in accord with manufacturer's instructions prior to general application of coating.

3.03 APPLICATION

- A. Install waterproof coating system in accord with manufacturer's recommendations and instructions as applies to the Work except where more stringent requirements are indicated.
 1. Grid deck surfaces to assure proper coverage rates and verify coating wet-film mil thickness with gauges as work progresses.
 2. Retain empty product containers during course of work to aid in determining whether completed coating system complies with manufacturers average thickness requirements.
- B. Verify proper dry condition of substrate using method recommended by coating system manufacturer; perform adhesion checks prior to general application of coating system using field adhesion test method recommended by manufacturer.
- C. Mask off adjoining surfaces not to receive coating system.
- D. Wipe clean all detail coats with white rags wetted with Xylene solvent; do not saturate detail coat.
- E. Apply coating base coat uniformly and allow to cure in accord with manufacturer's instructions.
- F. Feather edge when entire area cannot be completed in one day; clean area 6" wide along edge of coating with Xylene solvent on clean white rags prior to startup on next working day; use interlaminary primer per manufacturer's instructions as needed; overlap existing work by 6" with new work.
- G. Apply coating system finish coat in accord with manufacturer's instructions.

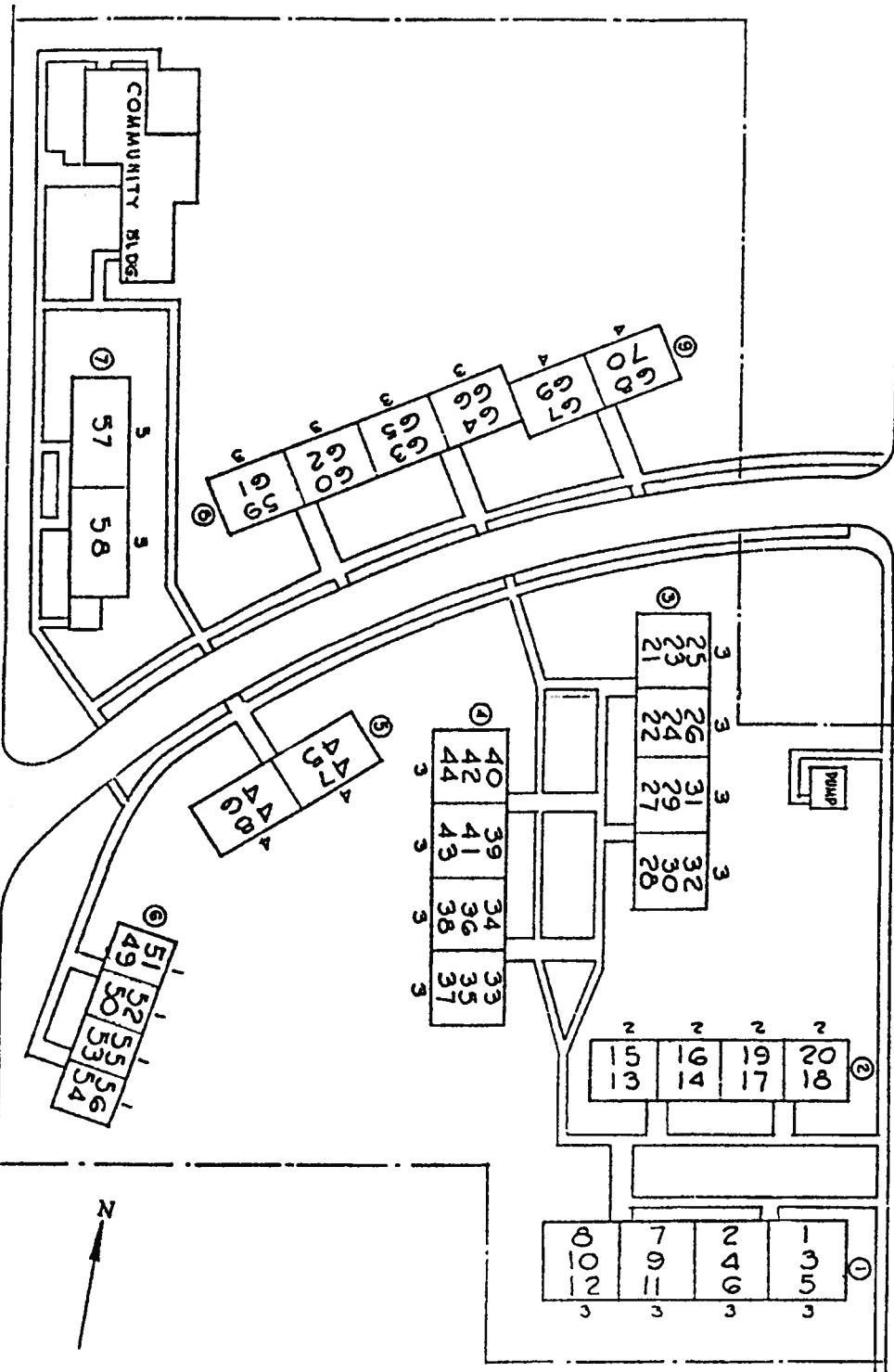
1. Immediately broadcast aggregate into wet material at rate recommended by manufacturer and backroll to evenly distribute and totally encapsulate.
2. Allow to cure per manufacturer's instructions."

3.04 PROTECTION AND CLEAN-UP

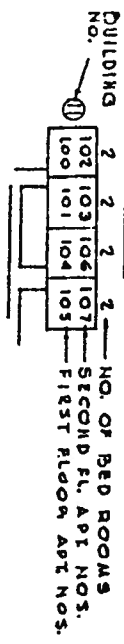
- A. Promptly remove primer or coating material from adjacent surfaces with MEK, Toluene or Xylene; leave work area in broom clean condition.

END OF SECTION

PUBLIC ROAD



KEY



ST. CROIX V.I.
 PROJECT VQ1-3
 70 UNITS (68 D.U.'S)
 LUDVIG HARRIGAN CT.

Vulkem Sealing Primer 171

Key Benefits Summary

- Fast Drying
- Ease of Application

PRODUCT INFORMATION

DESCRIPTION

A fast drying liquid that seals cementitious, plywood and other porous surfaces and imparts a surface finish which is very receptive to urethane sealants and coatings.

BASIC USES

- To prepare surfaces for the adhesion of urethane sealants and coatings, and to assure a water resistant bond on porous substrates.
- Vulkem Primer 171 is required for sealants and coatings subjected to immersion service.

LIMITATIONS

Vulkem Primer 171 is reactive with moisture. Keep containers sealed until ready for use. Resealed containers have limited shelf life. This product is amber in colour and is noticeable on some surfaces, so care must be taken to apply only to areas that will be covered by final products.

COLOUR

Amber

PACKAGING

Available in 18.9 and 3.75 Litre containers.

USAGE GUIDELINES

APPLICATION

Vulkem Primer 171 should be applied by spray, clean brush or roller to a clean, dry surface free of contaminants. Use with adequate ventilation.

Application rate will be determined by surface texture and porosity. For assistance, contact your Tremco consultant.

The following rates may be used as guidelines;

- a) For smooth plywood, sanded fibreglass or bright abraded steel, apply at 7.3m² - 9.7m²/L.
- b) To reinforce adhesion on smooth concrete, rates of 8.5m² - 9.7m²/L are effective. For rough or porous concrete or under split-slab membranes, rates are 2.4m²/L. Consult a Tremco Representative when used on non vented decks.

Vulkem Primer 171 will dry in 30-60 minutes, though may remain slightly tacky. If over 6 hours has elapsed, the surface should be primed with Vulkem Primer 191

AVAILABILITY

Vulkem Sealing Primer 171 is available through your nearest Tremco office.

HEALTH AND SAFETY PRECAUTIONS

Material Safety Data Sheet must be read and understood before use.

TECHNICAL SERVICE

TREMCO has a team of qualified Technical Sales Representatives who provide assistance in the selection and specification of products. For more detailed information or service and advice call Customer Service on (02) 9638 2755 or fax (02) 9638 2955.

GUARANTEE/WARRANTY

We warrant our products to be free of defects and manufactured to meet published physical properties when tested according to applicable specifications and TREMCO standards.

Under this warranty we will provide at no charge, product to replace any product proven to be defective when applied in accordance with our written instructions and in applications recommended by TREMCO as being suitable for this product.

All claims concerning product defects must be made within 12 months of shipment. Absence of such claims in writing during this period will contribute a waiver of all claims with respect to such product. This warranty is in lieu of any and all other warranties expressed or implied.

Vulkem 350-R

Flexible and Durable Urethane Basecoat

KEY BENEFITS SUMMARY

- Effective, durable waterproofing protection.
- Seamless polyurethane rubber base.
- Primary waterproofer for Vulkem Waterproofing Systems.
- Excellent performance in submerged conditions.
- Component in Potable Water Containment System

PRODUCT INFORMATION

Description

Vulkem 350-R is a one-part urethane membrane that bonds firmly to clean, dry concrete, wood or metal. It retains its integrity even if substrate movement causes hairline cracks of up to 1/16 inch(1.5mm). Vulkem 350-R can be recoated after 24 hour cure at 75°F (23.9°C), 50%R.H. A Quick Cure Catalyst can be utilized for a fast track application.

Usage/Purpose

The Vulkem 350-R basecoat is a one part polyurethane elastomeric coating which cures to form a seamless polyurethane rubber base. The Vulkem 350-R will accommodate the normal "movement" of concrete substrates without cracking and is the primary waterproofer for Vulkem Waterproofing Systems.

Limitations

- Do not apply to damp or contaminated surfaces.
- Use with adequate ventilation.
- Not recommended for swimming pools.

Packaging

5 Gallon (19L) Pails, 55 Gallon (208L) Drums.

Colors

White and Gray

TECHNICAL INFORMATION

Installation

Concrete shall be water cured and in place for at least 14 days, preferably 28 days. Concrete finish shall be a light steel trowel followed by a fine hair broom, or equivalent finish. New or existing slabs must be dry,

clean, sound and free of all contaminants which may interfere with adhesion or proper curing. Chemical and/or mechanical surface preparation may be required. All shrinkage cracks less than 1/16" (1.5mm) shall be pretreated with a 60 mil(1.5mm) coating of Vulkem 350-R, 6" (150mm) wide centered over the cracks. Moving structural cracks greater than 1/16" (1.5mm) should be routed out and caulked with Vulkem 227 followed by a 60 mil detail coat of Vulkem 350-R 6" (150mm) wide centered over the crack. All detailed areas should be primed with Vulkem 171.

At all horizontal vertical junctions, and all projections, a 1" (25mm) cant of Vulkem 227 should be installed. Integral flashing shall be installed to the height indicated on the drawing.

All "detailing" must be cured to a minimum of 12 hours prior to the application of the Vulkem 350-R. Detailing should be wiped clean with Xylol or Toluol prior to the application of the Vulkem 350-R.

The Vulkem 350-R basecoat is applied at the rate of 25 square feet per gallon (0.61m²/L) yielding approximately 60 wet mils (1.5mm) thickness. The coating is squeegee applied, followed by back rolling to evenly distribute the material.

Vulkem 171 Primer is applied at the rate of 100 sq. ft. per gallon (2.5m²/L) and allowed to cure before the application of the basecoat, apply Vulkem 350-R according to standard application procedures.

TYPICAL PHYSICAL PROPERTIES

| Property | Test Method | Vulkem 450 |
|----------------------------|--|-----------------------------------|
| Specific Gravity | ASTM D1475 | 1.32 |
| Weight per Gallon (5.0kgs) | ASTM D1475 | 11 lbs. |
| Weight Viscosity, CPS | ASTM D1353 Brookfield #4 Spindle @20 rpm | 83% 20,000 |
| Dry Time 24hrs. | ASTM D1640 | Tack free- Rubbery cure 48 hrs |
| Flash Point | ASTM D1310 | 101°F (38°C) |
| Hardness, Shore A | ASTM D2240 | 37 |
| Tensile Strength (2.2MPa) | ASTM D412 | 320 psi |
| Elongation | ASTM D412 | 450% |
| Adhesion in Peel in.(129N) | ASTM D903 | 29 lb./ |
| MVT | ASTM E96, B | 1.58 m.p. |
| Tear Resistance | ASTM D1004 | 200 pli (889N) |

Vulkem 350-R

TREMCO

Vulkem 350-R

Warranty

Tremco warrants its Coatings to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Coatings. Tremco's sole obligation shall be, at its option, to replace, or refund the purchase of the quantity of Coatings proved to be defective and Tremco shall not be liable for any loss or damage including incidental or consequential damages arising from the use of Coatings

Health and Safety Precautions

User must read and follow container label and Material Safety Data Sheet (MSDS) for health and safety precautions prior to use.

TREMCO

Vulkem® 450/451

Elastomeric Waterproofing System

S

Product Description:

Vulkem 450/451 System combines a flexible and durable urethane basecoat (Vulkem 450) with an ultra-violet and ozone resistant topcoat (Vulkem 451) to yield an elastomeric and waterproofing seamless coating. The flexibility and elasticity of the Vulkem 450/451 System allows for normal movement without surface cracking. The one-part basecoat and topcoat offer ease of application and substantial labor saving over conventional two-component products.

Vulkem 450 is a one-part urethane membrane that bonds firmly to clean, dry concrete, wood or metal. It retains its integrity even if substrate movement causes hairline cracks of up to 1/16 inch (1.5mm). Vulkem 450 can be recoated after 24 hour cure at 75°F (23.9°C), 50% R.H. A Quick-Cure Catalyst can be utilized for a fast track application.

Vulkem 451 is applied after the Vulkem 450 basecoat has cured. The finished top layer affords excellent abrasion resistance, and outstanding elongation and recovery to expand and contract with substrates. Interlaminar adhesion to Vulkem 450 is exceedingly strong.

Basic Uses:

Vulkem 450/451 System is ideal for waterproofing and protection of free form surfaces, decks, exposed panels and walk decks of metal, concrete and plywood. The system will withstand ponding water that may occur in such areas. Vulkem 450/451 offers excellent sag resistance at specified coverage rates which is ideal for both horizontal and sloped surfaces.

Limitations:

- Do not apply to damp or contaminated surfaces.
- Do not use on Parking Garage Decks.
- Use with adequate ventilation.

Standard Colors:

Vulkem 451 is available in Beige, Gray, Limestone, Maple, Slate Gray, Black and White.

Packaging:

Vulkem 450: 5 Gallon (19 L) Pails, 55 Gallon (208 L) Drums.
Vulkem 451: 2 Gallon (7.6 L) Pails, 5 Gallon (19 L) Pails, 55 Gallon (208 L) Drums.

Installation:

Concrete shall be water cured and in place for at least 14 days, preferably 28 days. Concrete finish shall be a light steel trowel followed by a fine hair broom, or equivalent finish. New or existing slabs must be dry, clean, sound and free of all

contaminants which may interfere with adhesion or proper curing. Chemical and/or mechanical surface preparation may be required.

The Vulkem 450 basecoat is applied at the rate of 25 square feet per gallon (.61 m²/L) yielding approximately 60 wet mils (1.5mm) thickness. The coating is squeegee applied, followed by back rolling to evenly distribute the material.

The Vulkem 451 topcoat is applied with a medium nap roller at the rate of 300 square feet per gallon (7.5 m²/L) to yield approximately 5 wet mils (.12mm) thickness.

Availability:

Immediately available from your local Tremco Field Representative, Tremco Distributor or Tremco Warehouse.



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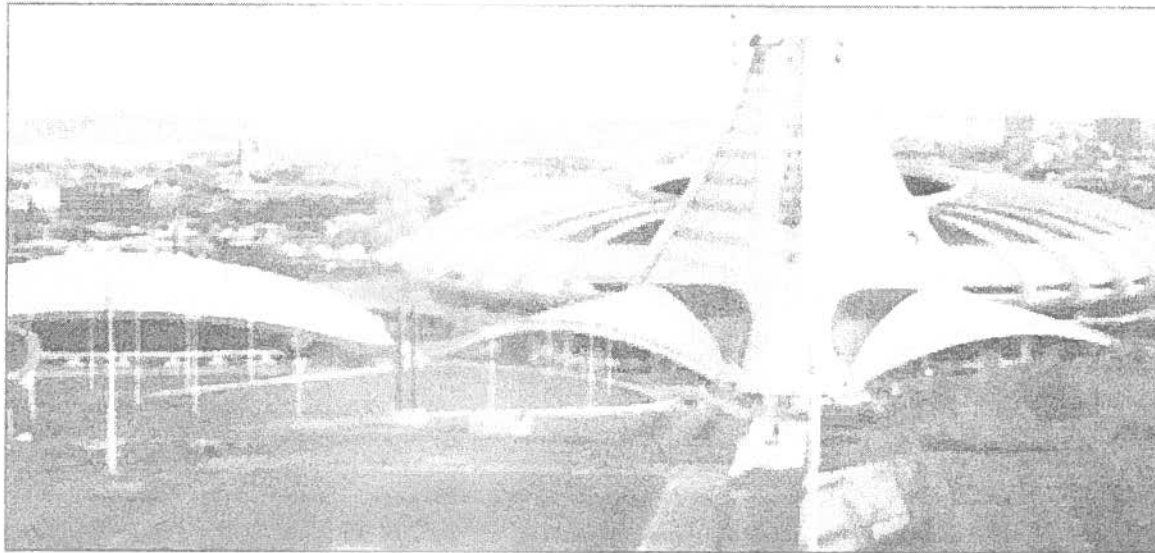
Warranty:

Tremco warrants its Vulkem Coatings to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Vulkem Coatings. Tremco's sole obligation shall be, at its option, to replace, or refund the purchase of the quantity of Vulkem Coating proved to be defective and Tremco shall not be liable for any loss or damage.

TYPICAL PHYSICAL PROPERTIES

| Property | Test Method | Vulkem 450 | Vulkem 451 |
|---------------------|--|--|-----------------------------------|
| Specific Gravity | ASTM D 1475 | 1.32 | 1.06 |
| Weight per Gallon | ASTM D 1475 | 11 lbs. (5.0kgs) | 8.87 lbs. (4.0kgs) |
| Weight | ASTM D 1353 | 83% | 79% |
| Viscosity, CPS | Brookfield #4 Spindle @20 rpm | 20,000 | 1,500 |
| Dry Time | ASTM D 1640 | Tack free-24 hrs. Rubbery cure 48hrs. | Tack free-16 hrs. Cure 24 hrs. |
| Flash Point | ASTM D 1310 | 101°F (38°C) | 82°F (28°C) |
| Hardness, Shore A | ASTM D 2240 | 37 | 80 |
| Tensile Strength | ASTM D 412 | 320 psi (2.2MPa) | 3480 psi (24.0MPa) |
| Elongation | ASTM D 412 | 450% | 250% |
| Adhesion in Peel | ASTM D 903 | 29 lb./in. (129N) | 100% cohesive to Vulkem 450 |
| MVT | ASTM E 96, B | 1.58 m.p. | .5 m.p. |
| Weather Resistance | ASTM D 822 | N.A. | Excellent |
| Salt Spray | ASTM B 117 | N.A. | No Effect |
| Abrasion Resistance | ASTM C 501 20 REV., CS 17 wheel 1000 gm. wt. | N.A. | .5 mg loss |
| Tear Resistance | ASTM D 1004 | 200 pli (889N) | 225 pli (1001N) |

*Vulkem 450 is "Miami-Dade County product control approved."



For MSDS and Spec Data Sheets,
Call our 24 Hour Fax-Back Line:

1-800-551-2806

or visit our website:

www.tremcosealants.com

TREMCO

Sealant/Weatherproofing Division

3735 Green Road • Beachwood, Ohio • 44122 • Phone: (216) 292-5000 • (800) 321-7906
220 Wicksteed Avenue • Toronto, ON M4H 1G7 • Phone: (416) 421-3300 • (800) 363-3213

EXHIBIT B

QUOTE FORM

THE VIRGIN ISLANDS HOUSING AUTHORITY
RFQ #2011-017 - ROOF REPAIR/RESURFACING - BUILDING 1 AT LUDVIG HARRIGAN

All offers must be submitted on the Bid Form provided by the Virgin Islands Housing Authority (VIHA). Failure to provide an offer for each item delineated on this Bid Form may result in the offer being determined "non-responsive" and subsequently disqualified from consideration. Offers should insert the words "No Bid" in the space provided for any item for which no price is submitted. Offers shall include all travel expenses, wages, supplies and materials necessary to perform work under the terms and conditions of this Invitation for Bids. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's bid shall subject the offer to rejection. If the Offeror wishes to include additional information, the Offeror may do so with attachments.

PLEASE TYPE ALL PRICES.

| ITEMS DESCRIPTION | UNIT | QTY | UNIT PRICE | LABOR |
|--|--------|-----|------------|-------------|
| Labor* (Exterior Painting & Structural Concrete Repairs) | | | | |
| Foreman | Hours | | | |
| Mason | Hours | | | |
| Painter | Hours | | | |
| Laborers | Hours | | | |
| Other: Office Personnel | Hours | | | |
| | | | | |
| SUBTOTAL | | | | \$ - |
| Materials (Exterior Painting & Structural Concrete Repairs) | | | | |
| Vulkem 171 Primer or equally approved | Gallon | | | |
| Vulkem 450 Base or equally approved | Gallon | | | |
| Vulkem 451 Finish or equally approved | Gallon | | | |
| Mortar w/Acrylic Polymer Bonding Agent | LS | | | |
| Contingency | LS | | | |
| | | | | |
| SUBTOTAL | | | | \$ - |
| Equipment (Rental, etc.) | | | | |
| Trucking | DAY | | | |
| Dumpster | DAY | | | |
| 4000 PSI Pressure Washer | DAY | | | |
| Manlift | DAY | | | |
| Generator | DAY | | | |
| | | | | |
| SUBTOTAL | | | | \$ - |
| SUBTOTAL | | | | |
| SUBTOTAL (LABOR, MATERIALS, EQUIPMENT) | | | | \$ - |
| Performance & Payment Bond (5% of Labor, Materials, Equipment) | | | | \$ - |
| Public Liability and Fire Insurance Program (Builders Risk Insurance) | | | | \$ - |

THE VIRGIN ISLANDS HOUSING AUTHORITY
RFQ #2011-017 - ROOF REPAIR/RESURFACING - BUILDING 1 AT LUDVIG HARRIGAN

| | | | |
|--|---|-----------|----------|
| | TOTAL COST | \$ | - |
| | Overhead (10%) of Total Cost | \$ | - |
| | Profit (17%) of Subtotal | \$ | - |
| | GRAND TOTAL (of Labor, Materials, Equipment, Bond, Builders Risk, Overhead & Profit) | \$ | - |
| | | | |

Estimate Prepared By: _____

Date: _____

EXHIBIT C

HUD FORM 5370EZ

GENERAL CONTRACT CONDITIONS FOR SMALL
CONSTRUCTION AND DEVELOPMENT CONTRACTS

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if—

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

13. 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

EXHIBIT D

HUD FORM 5369

INSTRUCTIONS TO BIDDERS FOR CONTRACTS

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

EXHIBIT E

HUD FORM 5369-A

REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any 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 bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

EXHIBIT F

FORM OF CONTRACT

CONSTRUCTION CONTRACT

THIS CONTRACT FOR CONSTRUCTION is made and entered into by and between XXXXXXXXXXXXXXXXXXXX herein called the "Contractor" and **Virgin Islands Housing Authority (VIHA)**, hereinafter called the "Construction Manager". WITNESSETH: that the Contractor and the Construction Manager for the consideration stated herein mutually agree as follows:

Whereas, Construction Manager desires to secure a qualified firm to perform the scope of work known as the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, as more particularly described in the **Attachment A** – Request for Quotes (RFQ) #XXXX-XX which is attached hereto and made a part hereof, and; Whereas, Construction Manager solicited bids for this scope of work via the RFQ #XXXX-XX issued by Construction Manager on which is made a part hereof, and; Whereas, Construction Manager has reviewed and evaluated the responses received in response to the RFQ and has accepted Contractor's bid since it was the lowest responsive and responsible bid and was determined to be the most advantageous for VIHA's needs and requirements, 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, in consideration of the promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section One: TERMS AND CONDITIONS

Construction Manager and Contractor herein agree that the terms, provisions and conditions of the Agreement and the covenants, representations and warranties of the parties shall be governed by the General Contract Conditions for Small Construction/Development Contracts - HUD Form 5370-EZ (10/06) attached hereto as **Attachment C** and incorporated herein by reference as if fully set forth herein (hereinafter "HUD General Conditions") and **Attachment A** (Specifications and Scope of Work). If there are any conflicts between these two documents, then the higher standard of the two documents shall be the chosen standard. If there are any conflicts where there is no clear higher standard than the HUD Form 5370-EZ (10/06) shall be considered the higher standard.

Section Two: SPECIFICATIONS and SCOPE OF WORK

The Contractor shall perform the Specifications and Scope of Work as described in the RFQ and shall provide all labor, materials, supplies and equipment required to deliver this Scope as enumerated in this section of this Agreement in accordance with the HUD General Conditions.

The work to be performed under this Agreement is more particularly described in, and shall be performed in strict accordance with the RFQ, drawings, plans and specifications, and addenda, if applicable, (collectively referred to as "**Specifications**"). All such specifications are incorporated herein by reference and hereby made a part hereof as if fully set forth herein.

Construction Manager reserves the right to exercise any or all of the deductive alternates to be used as part of the project. If a deductive alternate is used, its corresponding cost shall decrease the

Agreement price. These items are described in the RFQ with the corresponding deductive cost (if applicable).

Section Three: CONTRACT PRICE

Construction Manager shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as set forth by mutually executed and approved Change Orders, the sum of XXXXXXXXXXXXXXXX Dollars and 00/100 (\$XXXXX). Any and all such payments shall be subject to the terms and conditions set forth in this Agreement. Payments will be made in accordance with the HUD Form 51000 - Schedule of Amounts for Contract Payments that is provided by the Contractor and approved by the Construction Manager.

Section Four: INVOICES

Construction Manager has assigned the contract identification number of #XXXXX to this Agreement ("Contract Number"). Contractor must use this number when referring to this Agreement. Additionally, Contractor has been provided with submittal requirements for payment applications and agrees to submit invoices containing all required submittals. Construction Manager warrants using its best efforts in conjunction with Contractor in order to ensure pay applications are submitted in the proper form and content. Contractor shall submit an original and three (3) copies of all invoices, typed or written in black ink. Each invoice must reference the Contract Number. Invoices shall be submitted to:

**VIRGIN ISLANDS HOUSING AUTHORITY
MODERNIZATION AND DEVELOPMENT
#402 ANNAS RETREAT
ST. THOMAS, VI 00802**

Construction Manager retains the right to reject payment application submittals if Construction Manager is not in agreement with the draw request for the value of work complete or if the work does not conform to the requested deliverable. Payment shall be made to the Contractor within thirty (30) days of receipt of an approved invoice so long as Contractor is in compliance with the terms of this Agreement.

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and Section 3 related information 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 Contractor. Payment will not be processed without the submission of MBE/WBE and Section 3 reports.

Section Five: CONTRACT PERFORMANCE PERIOD

The Contractor shall commence all work under this Agreement on the date stipulated in the Notice to Proceed letter ("Notice to Proceed"). Contractor shall complete all work required under this Agreement within **Thirty (30) Calendar Days** of the Start Date established in the Notice to Proceed. Failure to complete work in the agreed time may result in liquidated damages.

Section Six: CONTRACT MODIFICATIONS

This Agreement may only be changed, modified or amended in accordance with Paragraphs 7 and 8 of the HUD General Conditions. Any modification of this Agreement shall be made pursuant to a written Change Order Authorization, which sets forth the reason for the change and is mutually approved and executed. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written consent of VIHA.

Section Seven: NOTICE PROVISIONS

Any notice to be given under this Agreement must be in writing and either delivered (i) by hand, (ii) by overnight delivery service, (iii) by the United States Postal Service registered or certified mail with return receipt requested, or (iv) by facsimile transmission to the following addresses:

Construction Manager:
Robert Graham, CPM
Executive Director
The Virgin Islands Housing Authority
402 Estate Anna's Retreat
St. Thomas, Virgin Islands 00801
Phone – 340-777-8442
Fax – 340-775-0832

Contractor:
XXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXX,
Phone – XXXXXXXXX
Fax–XXXXXXXXXX
Email – XXXXXXXXXXXXX

Notice is considered given when received, or three (3) business days from delivery, whichever is earlier. Rejection or refusal to accept or inability to deliver due to a changed address of which no notice is given shall be deemed to be receipt of the notice. Either party may change its mailing address hereunder by giving at least ten (10) days prior written notice thereof.

Section Eight: DISPUTES

All claims as such term is defined in Paragraph 3 of the HUD General Conditions arising under this Agreement shall be governed in accordance with same.

Section Nine: DELAYS

Contractor herein acknowledges and agrees that time is of the essence for the completion of the work in accordance with the time period specified in this Agreement.

Section Ten: LIQUIDATED DAMAGES

In accordance with Paragraph 33 of the HUD General Conditions, if the Contractor fails to complete the work within the time period specified in this Agreement, or any mutually executed and approved extension, the Contractor shall pay to the Construction Manager as liquidated damages the sum of: XXXXXXXXXXXXXXXXXXXXXXXX Dollars and XX/100 (\$XXXX) for each day of delay, or failure to complete as required in the Agreement.

Section Eleven: TERMINATION

Construction Manager may terminate this Contract for Construction in accordance with Paragraphs 4 and 5 of the HUD General Conditions. Any notice of termination shall be delivered to Contractor in accordance with the notice provisions set forth in Section 7 of this Contract for Construction.

Section Twelve: INSURANCE

Contractor shall maintain and keep in full force and effect during the term of this Contract for Construction insurance in minimum amounts specified in Paragraph 6 of the HUD General Conditions. Contractor hereby indemnifies Construction Manager and holds it harmless from any claims, which might arise as a result of the failure of its subcontractor(s) to obtain and keep in full force and effect adequate Worker's Compensation Insurance. Construction Manager shall be specified as an additional insured with regard to Commercial General Liability Insurance. Certificates of Insurance evidencing coverage will be provided to Construction Manager prior to starting work. Contractor agrees and hereby authorizes its insurer to notify Construction Manager of any substantial change in such insurance coverage described herein.

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

- A. Worker's Compensation, in accordance with the laws of the Territory of the Virgin Islands.
- B. The Contractor shall carry Commercial General Liability Insurance with combined minimum limits of coverage of \$1,000,000 with \$50,000 per occurrence per accident for bodily injury and property damage. **VIHA shall be specified as an additional insured.** The Contractor shall also agree to indemnify and hold VIHA, its officers, agents and employees, harmless from any and all claims made against VIHA's officers, agents and employees, which arise out of any action or omission of the Contractor or any of its officers, employees or agents, which agreement to indemnify and hold VIHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.

Section Thirteen: WARRANTY OF CONSTRUCTION

In accordance with Paragraph 23(a) and (c) of the HUD General Conditions, all of Contractor's warranties, as set forth therein shall continue for a period of: One Year for the Contractor's Warranty following written approval by Construction Manager.

Section Fourteen: REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents, warrants and covenants that, effective with the date of execution of this Contract for Construction and continuing at all times during the term therein, the following representations, warranties and covenants shall be true and correct, and that Contractor shall comply with the following:

- A. Contractor shall perform the Specifications and Scope of Work under this Contract for Construction in accordance with the highest professional standards for such work, and shall strictly comply with the descriptions and representations regarding the work set forth.

- B. Contractor is a duly organized and validly existing entity qualified to do business in the Territory of the Virgin Islands, and the person signing this Contract for Construction has full right and authority to enter into this Contract for Construction on behalf of Contractor.
- C. Contractor shall pursue rights and remedies against the manufacturer and seller of the equipment and improvements under the warranties during the Contractor's Warranty Period in the event that such equipment and/or improvements malfunction or function improperly or defectively.
- D. To the best of Contractor's knowledge and belief, neither it, nor any person or firm which has an interest in the Contractor is ineligible to be awarded contracts by any agency of the United States Government, the United States Department of Housing and Urban Development ("HUD"), or the state/territory or locality in which this Contract for Construction is to be performed or to participate in HUD programs.
- E. Contractor has and will maintain and keep in full force and effect during the term of this Contract for Construction all required licenses, certifications and permits necessary to perform the Scope of Work hereunder and will perform the Scope of Work hereunder in compliance with all applicable Federal, State/Territory and local laws, regulations and ordinances as well as all pertinent codes of ethics and professional standards.
- F. Contractor shall comply with, but not limited to, compliance with all advertising and RFQ requirements related to the purchase and installation of all equipment and improvements, and Davis-Bacon and related acts, particularly with respect to the submission of certified payroll data and reporting of Section 3 information of the Housing and Urban Development Act of 1968.
- G. 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 the Scope of Work under this Contract for Construction and Contractor's other organizational, financial, contractual, or other interests are such that either award of the Contract for Construction would result in an unfair competitive advantage, or Contractor's objectivity in performing the Scope of Work would be impaired. Contractor agrees to notify Construction Manager in writing if such a conflict of interest is discovered after award of this Contract for Construction. Construction Manager may terminate this Contract for Construction in such event if it so chooses.
- H. Contractor shall notify Construction Manager whenever defects in the parts or performance of the equipment and improvements occur which give rise to warranty rights and remedies and those rights are exercised by Contractor. All warranties shall specify that only new and not reconditioned parts may be used and installed when repair is necessitated by malfunction. Contractor shall require subcontractors to transfer all warranties to the owner of the equipment. The cost of any damage to the equipment and improvements and its performance due to the Contractor's failure to exercise any warranty rights during the Contractor's Warranty Period shall be borne solely by Contractor.

Section Fifteen: INDEMNIFICATION

Contractor agrees to indemnify Construction Manager and hold them harmless from and against any and all claims, damages, losses or expenses, including reasonable attorney's fees, arising out of or in performance of the Scope of Work by Contractor, a subcontractor, or anyone directly employed by Contractor or Contractor's subcontractor or anyone for whose acts Contractor may be liable. Construction Manager agrees to indemnify Contractor and hold them harmless from and against any and all claims, damages, losses or expenses arising out of acts over which Contractor has no control.

Contractor is responsible for its actions as well as that of its subcontractors. This indemnification obligation is specifically not limited by amounts of damages or compensation, except that consequential damages are not included.

Section Sixteen: CONTRACTOR'S DUTIES AND OBLIGATIONS

Contractor shall be responsible for, and shall obtain all building permits, licenses, and other approvals required by local, Federal or State/Territory law, ordinance or regulation with respect to the installation and operation of the equipment and improvements. Contractor shall not perform any part of the Scope of Work until it has obtained all necessary permits, licenses and approvals. Contractor shall oversee, monitor, coordinate and control all elements associated with the Scope of Work. In addition, Contractor shall ensure that the equipment and improvements are protected in writing to guarantee the improvements for a minimum period of: One Year following the date of installation and acceptance by Construction Manager. Contractor shall coordinate with manufacturer to confirm the start dates of the warranties for each piece of equipment.

Contractor shall be responsible for all material delivered and work performed until the completion and acceptance of that Scope of Work which may have been accepted by Construction Manager. Contractor shall take all proper and reasonable steps to protect any such material from harm, theft, and misuse. Construction Manager shall provide access for Contractor to perform any function related to this Contract for Construction during regular business hours, or such other reasonable hours as may be requested by Contractor and accepted by Construction Manager.

Section Seventeen: PERFORMANCE BY CONTRACTOR

Contractor shall perform the Scope of Work under this Contract for Construction in such a manner so as not to harm the Property(ies) or the structural integrity or the operating systems of the Property(ies). Contractor shall repair and restore to its original condition any damage of any kind caused by Contractor's actions in performing the Scope of Work under this Contract for Construction. Construction Manager reserves the right to review and approve the Scope of Work performed by Contractor and to direct Contractor to take certain corrective action if, in the opinion of Construction Manager, the structural integrity of the Property(ies) or its (their) operating systems is or will be harmed. Contractor's responsibility shall include any damage to the equipment and improvements ~ installed or constructed, as part of the Scope of Work prior to acceptance by Construction Manager and any personal injury where such damage or injury occurs as a result of Contractor's performance or failure to perform under this Contract for Construction.

Contractor shall provide full-time construction management personnel, sufficient to ensure that the Scope of Work is completed in accordance with the RFQ, within the Contract Performance period stated herein, and for the Contract Price stated within this Contract for Construction, unless such particulars are revised or amended with Construction Manager's prior written approval.

Section Eighteen: GOVERNING LAW

This Contract for Construction shall be governed and construed in accordance with the laws of the Territory of the Virgin Islands. At all times in the performance of its duties under this Contract for Construction, Contractor shall comply with all local, Federal or State/Territory laws, ordinances, regulations and codes, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Federal Fair Housing Act Amendments, Americans with Disabilities Act, HUD Modernization Standards as set forth in 24 CFR 968.115, and Davis-Bacon and related acts.

Section Nineteen: ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign or transfer any interest in this Contract for Construction except as may be set forth in the Contractor's Response to the RFQ or unless otherwise specifically disclosed to and approved by Construction Manager. Should Contractor enter into a subcontract in accordance herewith, Contractor shall comply with, and such subcontract shall be in accordance with, the provisions of paragraph 14 (l) of the HUD General Conditions.

Section Twenty: SUCCESSORS AND ASSIGNS

This Contract for Construction shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section Twenty-one: SEVERABILITY

If any term or provision of this Contract for Construction is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Contract for Construction.

Section Twenty-two: EVENTS OF DEFAULT

In addition to the reasons set forth in Paragraph 4 of the HUD General Conditions, the following events or conditions shall constitute an event of default such that Construction Manager may terminate Contractor's right to proceed with the Scope of Work:

- A. Any failure by Contractor to perform or comply with the terms and conditions of this Contract for Construction, including the breach of any covenant contained herein.
- B. Any lien or encumbrance is filed against the Property or equipment or improvements to be installed as a part of the Scope of work performed by Contractor or any subcontractor, laborer, or material man of Contractor which lien or encumbrance is not released within thirty (30) days.
- C. The filing of a bankruptcy petition by or against Contractor, either voluntary or involuntary, or the appointment of a receiver over any of the assets or property of Contractor, which petition or appointment shall not have been dismissed within ninety (90) days of filing of the petition or appointment, or if Contractor makes an involuntary assignment of all or substantially all of its assets for the benefit of Contractor's creditors or the total liquidation of Contractor.
- D. Any representation or warranty made or furnished by Contractor in this Contract for Construction which is false in any material respect when made.

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

- 1. **Attachment A**
Request for Quotes #XXX-XX, Addenda and all Attachments thereto
- 2. **Attachment B**
Contractor's Quote
- 3. **Attachment C**
HUD Form 5370-EZ, General Contract Conditions for Small Construction/Development Contracts

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives. The date of commencement of the Contract Performance Period shall be the date set forth in the Notice to Proceed letter, not any other date.

The Virgin Islands Housing Authority
Construction Manager

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Contractor

Signature

Signature

Date

Date

Robert Graham, CPM
Printed Name

XXXXXXXXXXXXXXXXXXXX
Print Name

Executive Director/Contracting Officer
Title/Position

Owner
Title/Position

402 Estate Anna's Retreat
St. Thomas, Virgin Islands 00801
Address

XXXXXXXXXX,
XXXXXXXXXXXXXXXXXXXX
Address

SAW

EXHIBIT G
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 H

REFERENCE RELEASE FORMS

**VIRGIN ISLANDS HOUSING AUTHORITY
REFERENCE RELEASE FORM**

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

AUTHORIZING SIGNATURE: _____

| | | | | | | | |
|--|-----------------------|----------------------------|-----------------------|-----------------------|-----------------------|---------------------------------|---------------------------------|
| SOLICITATION NUMBER AND TITLE: RFQ #2011-017- Roof Repair/Resurfacing at Building 1, Ludvig Harrigan Court, St. Croix | | | | | | | |
| 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

**VIRGIN ISLANDS HOUSING AUTHORITY
REFERENCE RELEASE FORM**

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

AUTHORIZING SIGNATURE: _____

| | | | | | | | |
|--|-----------------------|----------------------------|-----------------------|-----------------------|-----------------------|---------------------------------|---------------------------------|
| SOLICITATION NUMBER AND TITLE: RFQ #2011-017- Roof Repair/Resurfacing at Building 1, Ludvig Harrigan Court, St. Croix | | | | | | | |
| 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 I

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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 9 |
| Broker transactions | Exempt recipients 1 through 13. 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 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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.

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 ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 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 |

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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).

⁴ 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.



EXHIBIT J

WAGE DECISION #VI20080001

General Decision Number: VI100001 03/12/2010 VI1

Superseded General Decision Number: VI20080001

State: Virgin Islands

Construction Types: Building and Residential

Counties: Virgin Islands Statewide.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 03/12/2010 |

* SUVI1990-001 02/09/1990

| | Rates | Fringes |
|-----------------------------------|---------|---------|
| CARPENTER..... | \$ 7.25 | |
| CEMENT MASON/CONCRETE FINISHER... | \$ 7.25 | |
| ELECTRICIAN..... | \$ 7.63 | a+b+c |
| IRONWORKER..... | \$ 7.25 | |
| Laborers: | | |
| Laborer..... | \$ 7.25 | |
| Mason Tenders..... | \$ 7.25 | |
| PAINTER..... | \$ 7.25 | |
| PLUMBER..... | \$ 7.25 | |
| Power equipment operators: | | |
| Asphalt Machine Operators... | \$ 7.62 | d+e |
| Backhoe..... | \$ 7.45 | |
| Bulldozer..... | \$ 7.54 | |
| Cherry Pickers..... | \$ 7.25 | |
| Crane..... | \$ 7.60 | |
| Fork Lift Operators..... | \$ 7.25 | |
| Loaders..... | \$ 7.50 | |
| Riggers..... | \$ 7.92 | |
| Sheet Rock Mechanic..... | \$ 7.25 | |
| TRUCK DRIVER..... | \$ 7.25 | |
| WELDER..... | \$ 7.25 | |

FOOTNOTES:

- a. \$23.16 per month.
- b. 6-2/3 (six and two-thirds) hours vacation pay per month when a minimum of 120 hours is worked in the month.
- c. 10 paid Holidays.
- d. 5 Paid Holidays.
- e. 40 hours paid vacation after 2 years with employer.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT J

LIABILITY QUESTIONNAIRE

**VIRGIN ISLANDS HOUSING AUTHORITY
LIABILITY QUESTIONNAIRE**

BUSINESS NAME: _____

Each officer or principal is required to submit this Questionnaire with your response. This form shall be filled out in its entirety and notarized. Failure to submit this form may cause your response to be deemed non-responsive.

(1) Has your company, any partner or officer of your company ever been sued? YES _____ NO _____

If yes, please explain. _____

(2) Is your company, any partner or officer of your company currently involved in pending litigation? YES _____ NO _____

If yes, please explain. _____

(3) Has your company, any partner or officer of your company ever been involved in litigation against the Virgin Islands Housing Authority of the US Department of Housing & Urban Development? YES _____ NO _____

If yes, please explain. _____

(4) Has a bonding company ever denied, paid out claims or revoked a bond your company or any officers or partners of your company? YES _____ NO _____

(5) Are you a subject to any actions that could result in a "yes" answer to any of the above questions? YES _____ NO _____

If yes, please explain. _____

Printed Name (Company Officer or Partner)

Signature

Title

Notary

Date

My commission expires _____

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.