

**STONY GROUND DEVELOPMENT PHASE 1
WILFORD PEDRO SENIOR HOUSING
Estate Stony Ground, Frederiksted,
St. Croix, U.S. Virgin Islands**

BID INSTRUCTIONS

December 22, 2021

**Virgin Islands Housing Authority
TRG Community Development, LLC**

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EXHIBIT A – SPECIFICATIONS/PROJECT DRAWINGS/PLANS

EXHIBIT B – BID FORM

PART 1 - GENERAL INFORMATION

In accordance with a competitive procurement process the Virgin Islands Housing Authority (VIHA) selected The Richman Group Community Development Company (TRGCD) to co-develop/redevelop approximately four hundred sixty-eight (468) public housing units into an estimated six hundred thirteen (613) affordable mixed finance and/or Project-Based Voucher (“PBV”) and/or Rental Assistance Demonstration Program (“RAD”) rental units in approximately six (6) projects on the island of St. Croix in the U.S. Virgin Islands. The first of these projects is the development and construction of a 98-unit senior housing complex in Estate Stony Ground, Frederiksted. This initial project will include construction of four (4) residential four-story apartment buildings, a community building, site infrastructure, as well as various of amenities. VIHA and TRGCD, collectively known as the Developer, is seeking a general contractor to partner for said construction.

1. Solicitation Purpose

The purpose of this solicitation is to select a general contractor (Contractor) for the construction of the 98-unit senior housing complex. This solicitation anticipates selection of a contractor who will work alongside the Developer to value engineer the project prior to construction, and ultimately complete construction of the project. After selection the Developer and Contractor will define the respective roles and responsibilities with respect to all preconstruction and construction activities; establish a scope of work to be performed by the Contractor; and establish a schedule for performance of the scope of work relative to the Project.

All procurement actions facilitated by the Developer will be conducted in an open, transparent, and competitive manner, and will take into account competitive pricing, quality of work, reputation and referrals, and understanding of the solicited deliverables and/or requirements. The Developer 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.

Responses must respond to the written solicitation and all exhibits, attachments, or amendments. Please Note: Respondents are responsible for reading this solicitation and all exhibits, in its entirety, as updates and revisions may have been added. By submitting a response to this solicitation, the

Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

2. Schedule

The following is a projected schedule that represents the Developers projected timetable for this solicitation:

<u>ITEM</u>	<u>TASK</u>	<u>DATE</u>
1	Bid Solicitation Notice	Wednesday, December 15, 2021
2	Bid Package Release	Wednesday, December 22, 2021
3	Pre-Bid Meeting	Tuesday, January 11, 2022
4	Deadline for Questions	Monday, January 31, 2022
5	Addenda Release/Response to Contractor Questions	Friday, February 11, 2022
6	Contractor Bid Submittal	Friday, February 18, 2022
7	Bid Evaluation and Contractor Selection	Friday, February 25, 2022
8	Pre-Construction Period (value engineering/negotiate construction contract) <i>START</i>	Monday, February 28, 2022
9	Construction <i>TENTATIVE START</i>	Monday, July 25, 2022
10	Construction <i>TENTATIVE FINISH</i>	Friday, August 30, 2024

The Developer reserves the right, at its sole discretion, to adjust this Schedule as necessary, and, if necessary, communicate adjustments to in the form of an addendum to this solicitation.

END OF PART 1 - GENERAL INFORMATION

PART 2 - INSTRUCTIONS TO RESPONDENTS

1. Communications

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

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

Prohibited communications includes all contact, including but not limited to, phone calls, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The Developer reserves the right to reject the bid response of any Respondent violating this provision.

A. Questions must be submitted in writing to the attention of Laurence J. Richards via email to larry@atlanticcaribbeanconsulting.com. Requests for additional information and/or clarification relative this solicitation will be received until close of business Monday, January 31, 2022.

B. Responses to these questions will be addressed in writing and issued as an addendum to this solicitation.

All requests for information or clarification pertaining to this solicitation must be addressed in writing to:

Project Manager: Laurence J. Richards
Email: larry@atlanticcaribbeanconsulting.com

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 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 regarding 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 - Specifications/Project Drawings/Plans.

4. Bid Submission

Submit bids by email as a pdf attachment, the first page of which should read:

BID DOCUMENTS – STONY GROUND PHASE 1 SENIOR HOUSING

NAME OF CONTRACTOR: _____

BID DATE: _____

5. Bid Form

Each Respondent must email their solicitation response. All bids must be submitted on the Bid Form provided by the Developer (see Exhibit B). Failure to provide a bid for each item delineated on the Bid Form may result in the bid being determined "non-responsive" and subsequently disqualified from consideration.

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

6. Rejection of Bids

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

7. Modification of Solicitation

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

8. Modification of Contract

The Developer reserves the right to increase or delete all scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to award portions of this solicitation, 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.

9. New Equipment

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

10. Taxes

The Contractor agrees to pay all taxes incurred in performance of an awarded contract.

11. Contractor Status

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

12. Cost of Bids

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

13. Funding Limitations

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

14. Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify the Developer in writing specifying the regulation which requires an alteration. The Developer reserves the right to accept any such alteration,

including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the Developer.

15. Section 3

In keeping with Section 3 of the Act of 1968, and in accordance with the goals of HUD, the Developer will require Section 3 participation of the Respondent. Specifics will be provided in the pre-bid meeting and by addenda.

16. Errors - Bid Rejection

Each correction made by the Respondent on the Bid Form **MUST BE INITIALED IN INK** by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid 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 bid.

17. Acceptance Period

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

18. Bid Signature

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

19. Bid Withdrawal

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

END OF PART 2 - INSTRUCTION TO RESPONDENTS

PART 3 - BID EVALUATION PROTOCOL

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

1. Due Diligence

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

2. Bid Evaluation Period

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

END OF PART 3- BID EVALUATION PROTOCOL

PART 4 - REQUIREMENTS OF THE CONTRACTOR

1. Mandatory Submittals

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

- a) Cover sheet including acknowledgement that all addenda received by respondent.
- b) Bid Form
- c) Bid Bond

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

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. The contractor must have a general contractor's license and all applicable business licenses must be in place at time of bid submission.

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 U.S. 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 \$100,000 per occurrence, and motor vehicle liability insurance with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- C. The Contractor shall also agree to indemnify and hold their officers, agents and employees, harmless from any and all claims made against their 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 the Developer, its officers, agents and employees, harmless shall

not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which these specifications are made a part.

D. Proof of insurance shall be provided to the Developer prior to execution of this Contract. The Developer specifically reserves the right to require the Contractor to provide certified copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof.

4. Bonding Requirements

A. BID BOND

A 5% Bid Bond in the amount of no less than 5% of the total Base Bid amount will be required with your bid submission. A Respondent's failure to submit a 5% Bid Bond with its bid submission prior to the offer submission date and time shall render the offer non-responsive and ineligible for award.

B. PERFORMANCE BOND

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

C. 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 the Developer 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.

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.**

1. 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.

END OF PART 4 - REQUIREMENTS OF THE CONTRACTOR

PART 5 - CONTRACT ADMINISTRATION INFORMATION

1. Contract Administration

The Developer is responsible for the administration of this contract, unless otherwise stated in the contract.

The Contractor shall complete all work hereunder within the terms of the contract. Contract period shall be 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 as determined based on developer costs per calendar day of delay.

2. Termination for Convenience and Default

The Developer reserves the right to terminate this contract without prior notification for reasons deemed in the best interest of the Developer. If terminated, the Developer will notify the Contractor of the termination in writing by certified mail; return receipt requested and shall pay Contractor for services rendered prior to Contractor's receipt of notice of the contract termination.

END OF PART 5- CONTRACT ADMINISTRATION INFORMATION

PART 6 - SPECIAL CONTRACT REQUIREMENTS

1. Advertising

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

2. Notices

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

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

3. Compliance With the 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

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

5. Standards of Conduct

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

END OF PART 6 - SPECIAL CONTRACT REQUIREMENTS