



# **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

3202 Demarara Plaza · Suite 200  
St. Thomas · U.S. Virgin Islands · 00802-6447  
Telephone: (340) 777-4432 · Fax: (340) 775-7913  
[www.vihfa.gov](http://www.vihfa.gov)

## **INVITATION FOR BIDS**

for

### **SAVAN PLAYGROUND AND PARK IMPROVEMENTS PHASE II**

**IFB 005-2021-STT**

Issue date:

**August 25, 2021**

Submittal deadline:

**October 7, 2021**

Contact person:

**Afisha M. Hillocks**

**Procurement/Contract Officer**

**[ahillocks@vihfa.gov](mailto:ahillocks@vihfa.gov)**

**(340) 772-4432 ext. 3233**

**<https://www.vihfa.gov/procurement/solicitation>**



*Unlocking the Door to Affordable Housing*

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**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
IFB 005-2021-STT  
**INVITATION FOR BIDS**  
**SAVAN PLAYGROUND and PARK IMPROVEMENTS**  
**PHASE II**

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## **1.0 PROJECT SUMMARY**

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting bids from qualified and licensed United States Virgin Islands’ (“USVI”) General Construction Contractors (“Respondent”) for Phase II of the Rehabilitation of Savan Playground and Park Improvements located at 29, 30, 31, 32 33 & 55 Vester Gade (**See Attachment A, Location Map**) on St. Thomas, USVI.

Savan Playground & Park provides recreational space for the surrounding Savan neighborhood as well as for the adjacent Jane E. Tuitt Elementary School. The project, which is funded by the Community Development Block Grant (“CDBG”), seeks to equip the park with modernized amenities to help revitalize the community.

## **2.0 SCOPE OF WORK**

Provide a bid for work as per these specifications:

The Respondent shall be responsible for furnishing all labor, tools, materials, equipment, miscellaneous supplies and services necessary to rehabilitate the playground in accordance with the Architectural Drawings and Specifications by Boschulte Architecture, LLC (**See Attachment B, Architectural Drawings**) listed herein. The Architectural Drawings include resurfacing of the basketball court, installation of new backboards and rims (labor only), installation of new concrete park benches (labor only), provision of new playground equipment, new playground rubberized flooring surface, new barbecue grills, new adult exercise stations and fabric sail shade system & structure, landscaping, painting, electrical work, application of wood deck sealer to all decking, refurbishing of the existing concrete stairs and polishing existing handrails.

The Respondent shall coordinate with the VIHFA for any required progress inspections and final inspections. The architectural drawings have already been approved by the VIHFA; however, the selected Respondent will be responsible for securing approval of the sail shades system by a USVI - licensed Structural Engineer.

## **2.1 PROJECT MANAGER/REPRESENTATIVE**

The Respondent shall maintain an experienced project manager who will be responsible for coordinating the construction work to ensure compliance with the project requirements (plans, specifications, building codes, project directives, etc...) and proper order and process of construction work.

## **2.2 CONTACT INFORMATION**

The selected Respondent shall provide contact information for the purpose of facilitating and maintaining regular communication with VIHFA. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with the VIHFA.

## **3.0 TERM**

The VIHFA will contract for a period of **Two Hundred Seventy (270) calendar days from the Notice to Proceed**. The VIHFA reserves the right to modify and/or terminate the contract if the successful Respondent fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

The VIHFA shall also extend the completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of the VIHFA or its agents or employees other than the Respondent. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent from the VIHFA. Respondent must submit the request for an extension of the completion date within three (3) calendar days of the event that caused the delay.

## **4.0 TERMINATION**

Either party may terminate the parties' contract with or without cause with **thirty (30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the Respondent's services, in whole or in part, for failure of Respondent to perform its obligations under the parties' contract. In such event, the Respondent shall be liable for damages as authorized by law.

## **5.0 PAYMENT**

The selected Respondent is responsible for preparation and submittal of an Application for Payment and invoice, based upon the approved Schedule of Values ("SOV").

After the Notice to Proceed is issued, the contract payment will consist of a mobilization payment, after which all subsequent payments will be based upon work in place. Further, a 10% retainage shall be withheld from each payment following the mobilization payment. The selected Respondent shall allow sufficient time for the VIHFA to review and process payment requests, which can take an average of four (4) weeks.

## **6.0 LIQUIDATED DAMAGES**

Should the successful Respondent fail to complete the scope of work according to the terms of the contract, the successful Respondent agrees to pay to the VIHFA, as liquidated damages, **\$500.00** for each calendar day or portion thereof that the successful Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the successful Respondent, to the extent available.

## **7.0 CONFLICT OF INTEREST**

A Respondent submitting a bid hereby certifies that no officer, agent or employee of VIHFA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of the VIHFA; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same Invitation for Bid (“IFB”); and that the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **8.0 USE OF SUBCONTRACTORS**

The VIHFA shall have a single Prime Contractor and that Prime Contractor shall be responsible for all deliverables specified in this IFB. This general requirement notwithstanding, Respondent may enter into subcontractor arrangements; however, Respondent shall acknowledge in its IFB package total responsibility for the entire contract. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its package any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor(s). The documentation required of the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and the VIHFA. Unless provided for in the contract with the VIHFA, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

The Prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

## **9.0 BONDING REQUIREMENTS**

The Respondent shall comply with the VIHFA’s bonding requirements:

### **ASSURANCE OF COMPLETION**

The successful Respondent shall furnish an assurance of completion. The assurance may be any one of the following:

- A performance and payment bond in a penal sum of *100 percent* of the contract price; or
  1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
  2. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- Separate performance and payment bonds, each for *50 percent* or more of the contract price; or
- A *20 percent* cash escrow; or
- A *25 percent* irrevocable letter of credit; or
- A pledged asset(s) that is adequate to protect the interest.

The bonds must be obtained from guarantee or surety companies authorized to do business in the USVI where the work is to be performed. Individual sureties shall not be considered. **U.S. Treasury Circular Number 570** lists companies approved to act as sureties on bonds securing

Government contracts, the maximum underwriting limits on each contract bonded, and the State/Territories in which the company is licensed to do business. Use of companies on this circular is mandatory.

## **10.0 RESPONDENT’S RESPONSIBILITIES**

- Bear all cost related to the preparation and submission of the bid package in response to this IFB solicitation.
- Provide a completed “Base Bid Sheet” with a price guaranteed for ninety (90) calendar days and provide the documentation as specified in this IFB solicitation.
- Be a duly licensed General Construction Contractor in the United States Virgin Islands and provide proof of a valid USVI business license.
- Pay all taxes and fees as required by the local and federal statutes.
- Maintain compliance with all permits issued for the project.
- Obtain, maintain and provide a copy of current General Liability Insurance for Five Hundred Thousand (\$500,000.00) Dollars to cover any claims and damages occasioned by executing the scope of work.
- Furnish an Assurance of Completion (i.e., Performance bond, Payment bond)
- Complete the Project within Two Hundred Seventy (270) calendar days, subject to liquidated damages in the amount of \$500.00 for each day after the scheduled completion date.
- Provide acceptable workmanship, according to “Industry Standards” for the Scope of Work.
- Provide a Construction Progress Schedule (CPS).
- Submit timely request to the Construction Manager (“CM”), in writing, for items that needs review and approval.
- Fully guarantee all work under the Contract for a period of 12 months (365 calendar days) from the date of VIHFA’s final acceptance of the work. Remedy and repair any defects in materials or workmanship, without expense to the VIHFA, no later than fifteen (15) calendar days after receipt of a written notice of a defect and provide a one-year warranty on such repairs for each component installed.
- Prepare and submit applications for payment accompanied by invoices, based upon the approved Schedule of Values.

## **11.0 VIHFA’S RESPONSIBILITIES**

- Provide the Respondent with an electronic copy of the Architectural Plans with specifications for Phase II.
- Provide assistance, as necessary, in obtaining local permits and in dealing with governmental entities.
- Provide construction survey start points on an as-needed basis. The Respondent shall be responsible for maintaining start points and re-establishing them, without expense to the VIHFA, if removed or altered at any point during the contract period.
- Perform periodic inspections of progress to ensure compliance with the project drawings, specifications, expected workmanship quality and VIHFA’s policies and procedures.
- Hold bi-weekly construction meetings and project site visits to maintain coordination of the construction work.

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- Review all weekly status reports, draft and final project close-out reports prior to final acceptances of same.
- Review all invoices, process pay application packages, and ensure timely delivery of payments to the Respondent.

## 12.0 INVITATION FOR BID SCHEDULE

The following deadlines are associated with this IFB:

IFB SCHEDULE	DATE	TIME
IFB Issue date	August 25, 2021	
Pre-Bid Conference	September 9, 2021	10:00 a.m.
Final date to submit written questions	September 16, 2021	
IFB Submittal Deadline	October 7, 2021	2:00 p.m.
IFB Bid Opening	October 7, 2021	3:00 p.m.

The VIHFA reserves the right to change the IFB Schedule by issuing an Addendum at any time.

## 13.0 ISSUING AND PROCURING OFFICE

This IFB is being issued for the VIHFA. All general correspondence and inquiries about the IFB should be submitted in writing and sent to:

Afisha M. Hillocks  
Procurement/Contract Officer  
Virgin Islands Housing Finance Authority  
100 Lagoon Complex, Suite 4  
St. Croix, VI 00840-3912

OR

Inquiries can be made by e-mail.  
Email: [ahillocks@vihfa.gov](mailto:ahillocks@vihfa.gov)  
Mark subject line for email “IFB 005-2021-STT”

From the issue date of this IFB until a determination is made regarding the selection of a successful Respondent, all contacts concerning this IFB must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the Respondent’s package. The VIHFA will **not** be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this IFB. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information shall be given. If the VIHFA amends this IFB, the Procurement/Contract Officer will post such notices on its website, <https://www.vihfa.gov/procurement/solicitation>. After the question deadline, the Procurement/Contract Officer will post responses to the

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questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA’s Procurement/Contract Officer.

The VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for any addenda that may be issued. It is the responsibility of the potential Respondents to update all contact information, as necessary, to periodically check VIHFA’s website for updates, and/or to contact the Procurement/Contract Officer to ensure the receipt of all addenda prior to the submittal of the bid package.

#### **14.0 PRE-BID CONFERENCE**

The VIHFA will conduct a virtual Pre-bid Conference at **10:00 a.m.** Atlantic Standard Time (“AST”) on **September 9, 2021**. Participants may join the meeting via **Zoom** at <https://us02web.zoom.us/j/81398821923>, **Meeting ID: 813 9882 1923**.

It is highly recommended that prospective Respondents thoroughly review the requirements of the IFB prior to the Pre-Bid Conference. All prospective Respondents are urged to attend. Non-attendance on the part of a Respondent shall not relieve the prospective Respondent of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

#### **15.0 DELIVERY OF BID PACKAGE**

All responses to this IFB are to be submitted no later than **2:00 p.m.** AST on **October 7, 2021**. **Bid Packages must be submitted:**

via email: [procurement@vihfa.gov](mailto:procurement@vihfa.gov)

or

via drop off/mail: deliver package submissions in a sealed envelope, (1 original, 2 copies) to

SEALED BID – DO NOT OPEN  
Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, VI 00802-6447  
**IFB 005-2021-STT**

The email subject line must be clearly marked “**IFB BID – Savan Playground**”. The VIHFA will not consider fax submission of a bid or email submissions received after the deadline and submissions submitted to the wrong email address.

The envelope must be clearly marked. Failure to clearly mark each bid package with this information may cause the VIHFA to inadvertently open the bid package before official closing date and time. The VIHFA will log all received bid packages with the date and time of receipt. Bids received after the deadline will be considered **LATE** and will **not** be opened or considered.

#### **16.0 VIRTUAL BID OPENING**

The VIHFA will conduct a virtual Bid Opening at **3:00 p.m.** AST on **October 7, 2021**. Participants may join the Bid Opening via Zoom at <https://us02web.zoom.us/j/86969185521>, **Meeting ID: 869 6918 5521**.

## **17.0 FORMAT OF BID PACKAGE**

Each Respondent must adhere to the requirements of this section relative to the bid package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that the bid package closely follows the sequence and organizational outline described in this section. To be considered for award, the bid package shall meet the following requirements:

- A. IFB Cover Letter - Complete Enclosure Document A.**
- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in its submittal. The letter shall also include a statement of understanding for the work to be done. It shall state that the company will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractor, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the bid package will remain in effect for a period of ninety (90) calendar days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.
- E. Corporate Document Checklist Form** – Complete **Enclosure Document D and submit the current Business License**. For this section, Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. **The Business License must be relevant to the Scope of Work for this solicitation.**
- F. Respondent’s Qualification Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, the Respondent shall provide a minimum of three (3) non-VIHFA professional references for the most recent, relevant work comparable to the scope requested in this IFB who would be willing to discuss your company’s competency and performance. If you currently have more than three (3) non-VIHFA references, a client listing with contact information should be provided as well. The VIHFA reserves the right to check references prior to award.
- G. Bid Sheet** – Complete **Enclosure Document F**. All bid pricing must be valid for ninety (90) calendar days from the submission deadline and thereafter until the company



withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.

## **18.0 FEDERAL GUIDELINES**

Funding for this project is provided by the U.S. Department of Housing & Urban Development (HUD) - CDBG Program under the auspices of the VIHFA. The successful Respondent will be required to abide by the federal rules and regulations which govern this construction project. The applicable information is included in the bid package. Please review **Enclosure Document G** for the required Federal Guidelines.

## **19.0 REQUIRED DOCUMENTS**

The successful Respondent shall be required to submit the following documents:

**A. Formation Documents** – The successful Respondent will be required to provide a copy of their Formation Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**

Corporations (Inc., Corp, Co., Corporation)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Incorporation & By Laws
- Copy of Certificate of Resolution
- Copy of Certificate of Good Standing

Limited Liability Company (LLC)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Organization
- Copy of Operating Agreement
- Copy of Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Copy of current Certificate of Good Standing

Limited Partnerships (LP, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or Statement of Qualification
- Copy of Certificate of Good Standing for LLP and LLLP

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

**B. Employer Identification Number (EIN)** - The successful Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection.

**C. General Liability Insurance** – The successful Respondent will be required to obtain, maintain, and provide proof that it has in place General Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000.00) Dollars** within ten (10) business days of receiving a notice of selection. The Insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured”:

Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U. S. Virgin Islands 00802

**D. Assurance of Completion** – The successful Respondent will be required to obtain, maintain, and provide proof that it has in place an assurance of completion as specified in this IFB within ten (10) business days of receiving a notice of selection.

**E. Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage within ten (10) business days of receiving a notice of selection.

Failure to provide the required documents within the stated time period may result in the bid being deemed non-responsive and immediately disqualified with no further consideration for potential award of the contract.

## **20.0 SELECTION PROCESS**

The VIHFA's Evaluation Committee Panel is responsible for evaluating all Respondents' submittals. The Evaluation Committee Panel will consider Respondent's qualifications including, but not limited to the following criteria:

- Respondent is duly organized, validly existing, qualified and licensed to conduct business in the United States Virgin Islands as a General Construction Contractor.
- Lowest reasonable price and responsive bid package.

## **21.0 RIGHT TO REJECT BID PACKAGES**

The VIHFA reserves the right to reject, without prejudice, any and all bids submitted in response to this solicitation. Further, bids submitted in response to this solicitation become the property of the VIHFA and the VIHFA may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

### **Enclosures**

- |                                |  |
|--------------------------------|--|
| <b>1. Enclosure Document A</b> | <b>IFB Cover Letter</b>                          |
| <b>2. Enclosure Document B</b> | <b>Non-Collusive Affidavit</b>                   |
| <b>3. Enclosure Document C</b> | <b>Debarment Certification Form</b>              |
| <b>4. Enclosure Document D</b> | <b>Corporate Document Checklist Form</b>         |
| <b>5. Enclosure Document E</b> | <b>Respondent's Qualification Statement Form</b> |
| <b>6. Enclosure Document F</b> | <b>Bid Sheet</b>                                 |
| <b>7. Enclosure Document G</b> | <b>Notice of Federal Guidelines</b>              |

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**Attachments**

- 1. Attachment A**
- 2. Attachment B**

**Location Map – Vester Gade  
Architectural Drawing**

**ENCLOSURE DOCUMENT A**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***IFB COVER LETTER***

**RESPONDENT**

Name: \_\_\_\_\_

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

Tax Identification #: \_\_\_\_\_

**RESPONDENT'S CONTACT PERSON**

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SCHEDULE OF ADDENDA**

(I) or (We) acknowledge receipt of the Addenda to the IFB Package hereinafter named, for the project(s) included in this IFB and declare that (I) or (We) accept these Addenda and that every change is included in this bid package.

Addendum Number \_\_\_\_\_ Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Issue Date \_\_\_\_\_

**RESPONDENT'S AUTHORIZED REPRESENTATIVE**

Name: \_\_\_\_\_

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

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

**ENCLOSURE DOCUMENT B**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
*NON-COLLUSIVE AFFIDAVIT*

\_\_\_\_\_, being first duly sworn, deposes and says:

- (1) That he/she is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal/bid or proposal/bid cost; and
- (2) That such proposal/bid or proposal/bid cost is genuine and neither collusive nor a sham; and
- (3) That said Respondent (a) has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent or person to put in a sham proposal/bid or to refrain from bidding and (b) has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix (i) the proposal/bid cost of the affinity or that of any other Respondent or (ii) any overhead, profit or cost element of said cost proposal/bid or that of any other Respondent, to secure any advantage over the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and
- (4) That all statement in said proposal/bid or cost proposal/bid are true.

\_\_\_\_\_  
Signature of Respondent

SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)

**ENCLOSURE DOCUMENT C**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***DEBARMENT CERTIFICATION FORM***

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***Certification Regarding Debarment, Suspension, and Ineligibility***

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- (1) The Respondent certifies, by submission of this IFB solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIHFA may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this IFB solicitation.

Name and Title of Authorized Representative:

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

(SEAL)

**ENCLOSURE DOCUMENT D**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***CORPORATE DOCUMENT CHECKLIST***

Name of Respondent: \_\_\_\_\_

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

Telephone Number: Office \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address: \_\_\_\_\_

1. \_\_\_ Respondent Formation Documents

\_\_\_ **Corporation**      \_\_\_ Copy of Trade Name Certificate (if applicable)  
                             \_\_\_ Copy of Articles of Incorporation & By Laws  
                             \_\_\_ Copy of Certificate of Resolution  
                             \_\_\_ Certificate of Good Standing

\_\_\_ **LLC**                      \_\_\_ Copy of Trade Name Certificate (if applicable)  
                                 \_\_\_ Copy of Articles of Organization  
                                 \_\_\_ Copy of Operating Agreement  
                                 \_\_\_ Certificate of Good Standing

\_\_\_ **General Partnership**      \_\_\_ Copy of Trade Name Certificate (if applicable)  
   \_\_\_ Copy of Partnership Agreement (if applicable)  
   \_\_\_ Certificate of Good Standing

\_\_\_ **L.P, LLP, LLLP**      \_\_\_ Copy of Trade Name Certificate (if applicable)  
   \_\_\_ Certificate of Limited Partnership or Statement of Qualification  
*(for LLP and LLLP)*      \_\_\_ Current Certificate of Good Standing

\_\_\_ **Sole Proprietorship**      \_\_\_ Copy of Trade Name Certificate (if applicable)

2. \_\_\_ Current USVI business license                      Expiration date: \_\_\_/\_\_\_/20\_\_\_  
Type of business license: \_\_\_\_\_

3. \_\_\_ Employer Identification Number (EIN): \_\_\_\_\_

4. \_\_\_ Insurance      \_\_\_ Certificate of General Liability & Endorsement Expiration date: \_\_\_/\_\_\_/20\_\_\_  
                             \_\_\_ Proof of Automobile Insurance                      Expiration date: \_\_\_/\_\_\_/20\_\_\_  
                             \_\_\_ Certificate Professional Liability & Endorsement Expiration date: \_\_\_/\_\_\_/20\_\_\_

5. \_\_\_ Workers Compensation Insurance                      Expiration date: \_\_\_/\_\_\_/20\_\_\_

**ENCLOSURE DOCUMENT E**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***RESPONDENT'S QUALIFICATION STATEMENT***

Name of License Holder: \_\_\_\_\_  
Name of Company/DBA (if any): \_\_\_\_\_  
Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership  
Business Location (office): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Website address (if any): \_\_\_\_\_

Do the company have a current USVI Business License? Yes No Number of Years licensed to conduct business in the USVI \_\_\_\_\_ Number of Playground Projects completed in the last 5 Years \_\_\_\_\_, Average value of these contracts \$ \_\_\_\_\_ Number of similar project completed in the last 5 years \_\_\_\_\_, Average value of these contracts \$ \_\_\_\_\_ How many employees does the company have? \_\_\_\_\_ Does the company plan to use Subcontractors? Yes No If yes, please list name(s) of the subcontractor(s) \_\_\_\_\_

Have the company ever failed to complete a project, been fired, sued by one of its clients and/or found in default of contract terms? Yes No If yes, please explain, on another sheet, the circumstances, what means were used to resolve the issue, and the outcome.

Are there or have there been any: Claims, Arbitration, Judgments or Liens against the company? Yes No If yes, explain on another sheet, the circumstances and outcome.

List three non-VIHFA professional references that can be contacted for their input concerning the company's abilities:

1) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_  
2) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_  
3) Client Name \_\_\_\_\_ Contact Number \_\_\_\_\_

List the company's current projects under contract (Project Title or Clients Name), Value (Contract Value) and the percentage of completion:

1) Client Name \_\_\_\_\_ Value \_\_\_\_\_ Percentage \_\_\_\_\_  
2) Client Name \_\_\_\_\_ Value \_\_\_\_\_ Percentage \_\_\_\_\_  
3) Client Name \_\_\_\_\_ Value \_\_\_\_\_ Percentage \_\_\_\_\_

*(If the company has more contracts, please list on separate sheet)*

Proposer shall certify that the above information is true and shall grant permission to the VIHFA to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



**ENCLOSURE DOCUMENT F**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***BASE BID SHEET***

The undersigned Respondent proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other costs as may be required to perform the scope of work, subject to all the conditions as set forth in the project specifications.

- |   |          |
|---|----------|
| 1) Mobilization   | \$ _____ |
| 2) General Conditions   | \$ _____ |
| 3) Basketball Court Resurfacing                                 | \$ _____ |
| 4) Installation of Basketball Rims and Goal Posts ( Labor only) | \$ _____ |
| 5) New Playground Equipment (Ages 2-6)                          | \$ _____ |
| 6) New Playground Equipment (Ages 7-12)                         | \$ _____ |
| 7) New All-In-One Surface for Playground Equip., Ages 2-6       | \$ _____ |
| 8) New All-In-One Surface for Playground Equip., Ages 7-12      | \$ _____ |
| 9) Installation of New Park Benches (Labor only)                | \$ _____ |
| 10) New Concrete Game Tables                                    | \$ _____ |
| 11) New Barbecue Grills   | \$ _____ |
| 12) New Adult Exercise Stations                                 | \$ _____ |
| 13) New All-In-One Surface for Adult Stations                   | \$ _____ |
| 14) Apply Thompson Wood Sealer at Decking                       | \$ _____ |
| 15) Painting  | \$ _____ |

**Base Bid Sheet continues on the next page....**

**ENCLOSURE DOCUMENT F**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***BASE BID SHEET cont.***

<b>16) Fabric Shade Structures &amp; Engineering</b>	\$ _____
<b>17) Landscaping</b>	\$ _____
<b>18) Elec. Work: Install new Ballast &amp; Bulbs</b>	\$ _____
<b>19) Elec. Work: Transfer Elec. Equip.</b>	\$ _____
<b>20) Repair Existing Concrete Stairs</b>	\$ _____
<b>21) Polish Existing Handrails</b>	\$ _____
 <b>TOTAL BID AMOUNT</b>	 \$ _____

**PLEASE TYPE OR PRINT THEN SIGN AS INSTRUCTED BELOW**

---

**(TYPE OR PRINT) NAME OF COMPANY**

---

**(TYPE OR PRINT) NAME OF OWNER, PRESIDENT or CEO OF COMPANY BIDDING**

---

**(SIGNATURE) NAME OF OWNER, PRESIDENT or CEO OF COMPANY BIDDING**

Submission of a bid indicates acceptance by the Respondent of all the conditions contained in this IFB.

**ENCLOSURE DOCUMENT G**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
*Notice of Federal Guidelines*

**Savan Playground and Park Improvements, Phase II**  
#29, 30, 31, 32 33 & 55 Vester Gade, St. Thomas, VI

**PROJECT SUMMARY:**

The VIHFA is the recipient of a federal grant from the U. S. Department of Housing & Urban Development - CDBG Program which is administered locally by the VIHFA – Federal Programs Division.

This notice serves to advise contractors bidding on this project of the federal guidelines that are applicable to this project. Enclosed for review and adherence are the prevailing Federal Labor Standards Provisions (**Attachment #1**), Executive Order 11246 and Section 3 Guidelines.

**1. FEDERAL LABOR STANDARDS PROVISIONS:** In accordance with the **Davis Bacon Act**, as amended (40 U. S. 276a-276a-5), all laborers and mechanics employed in conjunction with the work covered by this contract shall be paid at rates not less than those prevailing on similar construction projects in the locality as determined by the Secretary of Labor (**Attachment #2**). In addition, workers shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act 940 U. S. C. 327332). All contractors and sub-contractors shall comply with regulations issued pursuant to the Labor Standards.

For the duration of the construction, the successful contractor will be required to submit bi-weekly payrolls (**Attachment #3**) to the VIHFA – Federal Programs Division for review. Contractors shall also require any sub-contractors on the project to submit weekly payroll forms. In addition to the review of the weekly payrolls, CDBG program staff will also conduct periodic site inspections during which on-site employee interviews will be conducted to ensure that contractors and sub-contractors are in compliance with the Federal regulations.

**2. EXECUTIVE ORDER 11246 (Equal Employment Opportunity/Non-Discrimination)** in Employment by Government Contractors and Subcontractors): This Contract will be subject to the requirements of **Executive Order 11246**. Accordingly, the contractor will not discriminate against any employee or job applicant because of race, color, religion, sex, or national origin. Covered actions include, but are not limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which shall be provided by VIHFA setting forth the provisions of this non-discrimination clause. Compliance with the above requirements is satisfied by developing and implementing an Affirmative Action Plan.

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**3. SECTION 3: *(For contracts of \$100,000 and above)*** 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., 17010. **Section 3** requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

Applicability: Housing rehab (including lead-based paint abatement); housing construction (i.e., HOME housing rehabilitation; new construction); demolition; other public construction (i.e., CDBG infrastructure; public facilities). Section 3 covered contracts include all building trades (carpentry, masonry, plumbing, electrical) and also professional services (architectural, engineering, legal, management and administrative support).

Numerical goals for employment and contracting:

- 30% of new full-time hires = 1 out of 3
- 10% of total dollar amount of contracts for building trades work
- 3% of total dollar amount of professional services contracts

Potential bidders shall be advised that compliance with Section 3 is **mandatory**, that the winning bidder will be required to submit a list of their permanent full-time employees prior to award, that there will be certain numerical goals for hiring and contracting, and that VIHFA will collect personal information from your permanent full-time employees in order to determine whether at least 30% of the hires for the project qualify as Section 3 residents (i.e., public housing residents or low-income persons).

#### Conclusion

The successful contractor will be required to comply with the federal requirements above for the duration of the project. Failure to comply will be deemed substantial non-compliance and may be considered a default under the terms of the contract. Default may result in disciplinary action to include suspension or debarment from future participation in contracts issued by VIHFA or funded by any programs administered by the VIHFA. The CDBG program staff will be available to provide technical assistance to the contractor (or the contractor's authorized representative) with respect to instructions on the preparation of the weekly payroll forms and also the procedures for documentation of household income for determination of Section 3 resident status.

Please refer any questions/concerns about the federal requirements to the CDBG staff:

St. Thomas/St. John district

Ms. Jennifer Jones  
CDBG Associate Planner II  
3202 Demarara Plaza, Suite #200  
St. Thomas, VI 00802-6447  
Phone: (340) 777-4432, ext. 2242  
e-mail: [jjones@vihfa.gov](mailto:jjones@vihfa.gov)

St. Croix district

Mrs. Jasheda Reyes  
CDBG Associate Planner I  
100 Lagoon Complex, Suite #4  
Frederiksted, VI 00840-3912  
Phone: (340) 772-4432, ext. 3261  
e-mail: [jreyes@vihfa.gov](mailto:jreyes@vihfa.gov)

## Attachment #1

**U.S. Department of  
Housing  
and Urban  
Development  
Office of Labor Relations**

### Federal Labor Standards Provisions

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 particular 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 on 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.

**(ii) (a)** Any class of laborers or mechanics 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 the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** 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 taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

**(iii)** 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.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/esa/whd/forms/wh347i\\_nstr.htm](http://www.dol.gov/esa/whd/forms/wh347i_nstr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

#### 4. Apprentices and Trainees.

(i) **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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 on 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for

termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. 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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....

shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.



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**(3) Withholding for unpaid wages and liquidated damages.** 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# Savan Playground and Park Improvements, Phase II

#29, 30, 31, 32 33 & 55 Vester Gade, St. Thomas, VI

U.S. Department of Labor

Employment Standards Administration

## Office of Federal Contract Compliance Programs

### Synopsis of Law

The **Executive Order** prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

### **Executive Order 11246**

## **EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin**

### BASIC PROVISIONS

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (**OFCCP**) has been committed to ensuring that Government contractors comply with the equal employment opportunity (**EEO**) and the affirmative action provisions of their contracts.

OFCCP administers and enforces [Executive Order 11246](#), as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

### AFFIRMATIVE ACTION REQUIREMENTS

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

## Attachment#2

General Decision Number: VI20210002 01/01/2021

Superseded General Decision Number: VI20200002

State: Virgin Islands

Construction Types: Heavy and Highway

Counties: Virgin Islands Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
0                            01/01/2021

\* SUVI2003-001 02/09/1990

	Rates	Fringes
BOILERMAKER.....	\$ 8.42	a+b+c
CARPENTER.....	\$ 7.41	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.59	
ELECTRICIAN.....	\$ 7.63	
Insulation Mechanic.....	\$ 7.67	.17+e+f
IRONWORKER.....	\$ 7.25	.17+e+f
Laborers:		
Jackhammer Operators.....	\$ 7.25	a+b+c
Laborers.....	\$ 7.25	
Mason Tenders.....	\$ 7.25	.17+e+f
MILLWRIGHT.....	\$ 8.85	a+b+c
Painter & Sandblaster.....	\$ 7.25	.17+e+f
PLUMBER/PIPEFITTER.....	\$ 7.77	a+b+c
Power equipment operators:		
Asphalt Machine Operators...	\$ 7.62	i+j
Backhoe.....	\$ 7.68	
Bulldozers.....	\$ 7.55	
Cherry Pickers.....	\$ 8.42	a+b+c
Cranes.....	\$ 7.76	
Drillers.....	\$ 7.25	g+h
Loaders.....	\$ 7.25	g+h
Oilers.....	\$ 9.55	.17+e+f
Riggers.....	\$ 8.47	e+f
Tractors.....	\$ 7.25	
TRUCK DRIVER.....	\$ 7.25	

FOOTNOTES:

- a. 6-2/3 (six and two-thirds) hours vacation pay per month when a minimum of 120 hours is worked in the month.
- b. 10 Paid Holidays
- c. \$25.52 per month
- d. \$23.16 per month.
- e. 11 Paid Holidays
- f. 12 hours per month paid vacation.
- g. 9 Paid Holidays
- h. 7 hours vacation pay per month if employee works more than half the regular working hours in the month.
- i. 5 Paid Holidays
- j. 40 hours paid vacation after 2 years with employer.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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 (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of

internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### 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

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Attachment #3

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/esa/whd/forms/wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS OMB No.: 1215-0149  
Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF INTERFERING COMPLAINTS	(3) WORK CLASSIFICATION	OT ORST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS		
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 83502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Attachment #3 – page 2

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) on the

\_\_\_\_\_ (Building or Work); that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.