



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**Design-Build Cleanroom Manufacturer for the JFL North Temporary  
Administrative Hardened Facility**

Pursuant to Title 19, Subsection 245 (a) of the Virgin Islands Code, the Government Hospitals and Health Facilities Corporation, hereinafter referred to as GHHFC, The Territorial Hospital Redevelopment Team (THRT) on behalf of the Governor Juan F. Luis Hospital & Medical Center (JFLH) will receive proposals for the work described below. Proposals will be received until **December 11, 2023, at 2:00 p.m. ATLANTIC STANDARD TIME.**

**DESCRIPTION OF WORK:**

The Territorial Hospital Redevelopment Team (THRT) is seeking proposals from qualified and licensed firms who specialize in Clean Room Design and installation of Pharmaceutical IV Compounding Rooms for the Governor Juan F. Luis and Medical Center JFL North Temporary Hardened Facility located at 4007 Estate Diamond Ruby, Christiansted, St. Croix 00820.

The THRT plans to enter into an agreement with a Firm with demonstrated expertise in the development and design of Clean Room IV Compounding Suites. The proposed 450 square foot IV Compounding Suite will be located proximally and directly south of the Temporary Hardened Structure hospital. Design services are required for a fully functional, turnkey temporary IV Compounding Suite that shall be fully functional, code/regulatory agency compliant that meets the needs of JFLH. The selected Firm/Company will provide all necessary documentation and design services including design plans, contracted construction, and relevant permits.

**FUNDING:**

This disaster recovery project may be funded in whole or in part by the Federal Emergency Management Agency (FEMA) under the guidelines and regulations of The Stafford Act, and as such is subject to Federal audit and compliance. The final contract as well as any subsequent contracts shall include the Federal clauses required by 2 CFR 200 Addendum III and the HUD Rider Addendum IV which are included in the contract template.

**TYPE OF AGREEMENT:**

The GHHFC anticipates that the resulting contract will be a firm fixed price contract. The GHHFC reserves the right to modify and/or terminate the contract if the successful firm fails to perform in a manner consistent with the terms of the contract. In addition, GHHFC reserves the right to modify and/or terminate the contract if funding becomes unavailable.

**PERIOD OF PERFORMANCE:**

The contract term for this project is anticipated to be for one year (1) with the option to renew for one (1) additional year term.



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



### NEGOTIATED PROCEDURES:

The Territorial Procurement Manager (TPM) will appoint an Evaluation Committee to assist in

evaluating and selecting the vendor. Accordingly, proposals shall be reviewed and rated on the selection criteria outlined in the **“Factors for Discussions.”** After reviewing and rating the proposals, the Committee may select for discussions from the firm/s or person/s **deemed to be the most highly qualified to provide the services herein required.** Discussions will be conducted with the firm/s or person/s so selected. In addition, the Committee may select to conduct discussions and/or oral presentations from the firm/s or person/s, not less than two (2), deemed to be the most highly qualified.

### FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration, and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) project approach and capability of meeting schedules; and (v) quality of performance on other similar projects. Proposals will be evaluated according to the following criteria: (a) Qualifications (35 pts), (b) Experience (20 pts), (c) Cost (15 pts), (d) References (10), and (e) Project Approach (20). The Evaluation Committee may, at its option, request any or all proposers to participate in on-site or virtual interviews.

Proposers may only ask questions that are intended to clarify the questions that are being asked to respond. Each Proposer’s time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If THRT has trouble on any part of Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

### NEGOTIATION:

The Evaluation Committee shall recommend to the Executive Director (ED) the **highest qualified firm or person with whom a contract shall be negotiated as a result of the Committee’s scores from the written proposals or discussions-oral presentations if conducted.** With the assistance of the Evaluation Committee, the ED shall attempt to negotiate a contract with such firm or person.

Should the ED be unable to negotiate a satisfactory contract with the firm to be the most qualified, at a price determined to be fair and reasonable to THRT, negotiations with that firm will be formally

terminated. Negotiations will then commence with the second most qualified, the third most qualified, or additional firms to preference and their competence and qualification and shall continue until an agreement is reached.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**INSTRUCTIONS TO PROPOSERS**

**A. NOTICE**

**RFP-002-THRT-C-024 (P) Design-Build Cleanroom Manufacturer for the JFL North Temporary Administrative Hardened Facility**

Information provided in the scope of services is to be used only for the purposes of preparing a proposal. It is further expected that each Respondent will read the scope of services thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Territorial Hospital Team reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to THRT. The **price** shall not be the sole criterion for awarding this project. Scope and quality of work proposed and the ability of the Respondent to complete this type of project shall also be considered.

Applicants are requested to submit proposals based on the scope of services. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration provided such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be noted in writing and included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be submitted via email to [ebids.proposalsTHRT@thrtvi.org](mailto:ebids.proposalsTHRT@thrtvi.org).

Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this RFP. The issuance of a written addendum by THRT is the **only** official method by which interpretation, clarification or additional information can be given. It is the responsibility of the potential Respondent to contact THRT to ensure that they receive all addenda prior to the submittal of the proposal package. **The proposal package will be considered non-responsive if all modifications are not incorporated.**

**B. STATEMENT OF PURPOSE**

To assist THRT in meeting the requirement for the following services: **RFP-002-THRT-C-024 (P) Design-Build Cleanroom Manufacturer for the JFL North Temporary Administrative Hardened Facility**

**C. PROPOSED SCOPE OF WORK:**

**I. Description of Services**

All Firms must demonstrate their experience and expertise for the design, engineering, manufacturing, labor, material, equipment, components, and installation. The Firm is to perform



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



operational testing and upon completion is to provide certification for the complete installation of the cleanroom wall, ceiling, and mechanical systems. *The scope of work shall be performed in accordance with the USP 797/800 Standards, the Virgin Islands Building Code and all other applicable regulations, codes, and standards.* Each Firm will be required to submit a final total lump-sum firm-fixed amount to be negotiated with the Owner. The awarded Firm must obtain the proper licenses registered in the United States Virgin Islands before contract execution.

**II. The Firm will be responsible for conducting all applicable site assessments necessary to deliver a turn-key product in accordance with all local and federal codes, regulations, and guidelines to include but not limited to:**

1. Compliance with USP 797/800 Standards
2. ISO/TC209 Section (14644-1) Cleanrooms and Associated Controlled Environments Classification of Air Cleanliness.
3. FGI Guidelines for Design and Construction of Hospitals – 2018 Edition
4. ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers
5. ASSE - American Society of Sanitary Engineering
6. ASME - American Society of Mechanical Engineers 2.6.4.1 ANSI - American National Standards Institute
7. ASTM - American Society for Testing and Materials
8. NFPA 20 Standard for the Installation of Stationary Pumps for Fire Protection
9. NFPA 70 National Electric Code
10. NFPA 90 Air Conditioning and Ventilating Systems Installation Standard
11. NFPA 99 Healthcare Facilities Code
12. NFPA 101 Life Safety Code
13. NFPA 110 Standard for Emergency and Standby Power Systems
14. NFPA 1600 Disaster/Emergency Management & Business Continuity Programs Standard
15. TIA – Telecommunications Industry Association
16. Underwriters Laboratory
17. Virgin Islands Building Codes
18. Virgin Islands Department of Planning and Natural Resources
19. Centers for Medicare and Medicaid Services



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



20. The Joint Commission
21. ASME A17.1 Safety Code for Elevators and Escalators for new construction
22. ASCE / SEI 7 Seismic requirements in elevators
23. Accessibility Guidelines of the Americans with Disabilities Act
24. Occupational Safety & Health Standards
25. Local Authorities Having Jurisdiction

### III. Schedule of Work

This scope of work outlines the requirements for designing and installing the pharmacy rooms, including HVAC system modifications, camera system, intercom system, and specific engineering controls, to meet USP 797/800 standards for sterile compounding and compounding of hazardous drugs. The project aims to enhance the safety and efficiency of pharmaceutical compounding operations while adhering to all regulatory standards. Once awarded, the Firm/Company will perform a site visit to validate the existing site conditions. The awarded company during the site visit will assess the existing equipment to determine the sizing, electric, plumbing and ventilation requirements as applicable. The existing equipment is located in JFL North. The owner is responsible for relocating the existing to the room once it is ready to be received. Once relocated, all the operational tests will be performed, and the system validated.

#### The Design for the Key Room Details:

1. Negative Pressure Buffer Room: This Hazardous Drug Preparation area is engineered as an ISO 7 environment. The room is equipped with Class II, Type A2 Biological Safety Cabinets, which are vented to the outside, to protect the product and personnel while preparing hazardous drugs.
2. Positive Pressure Buffer Room: This Sterile I.V. Preparation room is an ISO 7 environment and equipped with Laminar Airflow Workstations to protect the product during aseptic preparations.
3. Anterooms: This room serves as antechambers and as changing areas for personnel to do their Personal Protective Equipment (PPE), equipped with lockers for storing PPE, a hand washing sink and a gowning bench. These anterooms are maintained at positive pressure relative to the outside. Pressure gauges over doors will display room pressures. There are also alarms to indicate unsafe conditions due to changes in the differential pressures between rooms.
4. Storage and Unpacking Room: This room serves as a designated space for storing items and materials required for daily operations.



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



### A. Design/Engineering Phase

For the design phase of the IV Compounding Suite, the selected Firm/Company shall provide services for design development, const. The design scope of services is categorized into two categories of service: 1. Conceptual/Pre-Design; 2. Architectural & Engineering Design/building. The Firm/Company should demonstrate how they propose to implement the project in an efficient manner at a value to THRT and JFL Stakeholders.

#### 1. Conceptual/Pre-Design

- A. Perform a site assessment of the existing space and provide a report that details the current state of existing structures and layout of supporting utilities. This report should highlight the challenges and advantages of the existing layout as it relates to Continuation of Care, CMS Certification Standards, Joint Commission Standards, ADA Compliance, OSHA requirements, and all applicable Building Code Requirements for Healthcare Facilities.
- B. Conduct meetings with THRT, JFL leadership, Pharmacy, and JFL stakeholders (THRT/JFL Review Panel) to finalize their temporary facility needs.
- C. Perform an assessment of the existing facility to include mechanical, plumbing, and electrical systems.
- D. Ensure that both the interior and exterior of the IV Compounding Suite comply with ADA standards.
- E. Assess exterior & interior security camera surveillance requirements.
- F. Design the telecommunication, door security system, and security system that will be required.
- G. Perform an assessment on building accessibility to and from the main road to ensure clear and direct accessibility.
- H. Once the determination of the path forward has been agreed upon, through the Program development and review, two preliminary design concepts shall be generated. This preliminary design should be presented to the THRT/JFL Review Panel.
- I. Provide Preliminary Concept Design Scenarios which shall include the following:
  - i. Site Plan and Building Layout
  - ii. Block Plan/Space Plan
  - iii. Concept floor plans for each floor and/building
  - iv. Building Section Cut
  - v. Main Entry Façade Elevation
  - vi. Primary Elevation Plan
- J. Conceptual Design shall be accompanied by:
  - a. Advantages/Disadvantages as it pertains to construction constraints, cost, schedule, and site conditions.
  - b. Preliminary timeline
- K. Once the preliminary concept has been presented to the THRT/JFL Review Panel, a decision will be made, and approval given to move on to the design development phase.



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



### 2. Architectural & Engineering Design

A. The selected firm shall develop, in conjunction with THRT/JFL Review Panel, the final design documents based on the chosen conceptual design. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. All phases of the design development shall be reviewed and approved by THRT/JFL Review Panel. The phases shall be based on 50% and 100% completion milestones. Electronic and five (5) sets of drawings should be distributed for review and comment at each phase. Below is a suggested breakdown of what is expected at each phase completion (but not limited to). Submittals shall accompany items for review and incorporation into the final design. An alternate phase breakdown may be submitted by the selected firm for review and approval. Each milestone should be submitted and reviewed.

- i. **At 50% Completion within 5 weeks of issuance of Notice to Proceed.**
  - a) Final overall layout for the IV Compounding Suite
  - b) Structural Design requirements to meet the region's sustainability needs for withstanding a Category 5 hurricane and seismic activity.
  - c) Underground utility layout and tie-in to public utility. (as applicable)
  - d) Overall aesthetics and flow of operations.
  - e) Final space requirements and layout of the IV Compounding Suite. The space plan will identify the layout for the actual size of all rooms.
  - f) Energy-efficient and environmentally friendly considerations should be decided and implemented into the overall design, including alternative energy sources.
  - g) Environment of Care and indoor air quality is a critical requirement for our patients, visitors, and staff.
  - h) The Contractor shall not employ the use of interior construction materials that will expose patients, visitors, and staff to air quality contaminants such as phenolic and formaldehyde resins, such as those used in wood particle products and glue utilized in construction.
  - i) All required infrastructure, including but not limited to, sanitary sewer, potable water, fire suppression, electrical, mechanical systems with continuous fresh air intake, structural, plumbing, telecommunication, security, and electrical systems.



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- ii. **At 100% Completion within 5 weeks after approval of 50% completion**
- a) Develop a list in coordination with THRT/JFL Review Panel of Fixtures, Furniture, and Equipment (FF&E) for each room. Long-lead items should be identified.
  - b) All structural, civil, plumbing, electrical, mechanical, and project drawings should be complete and ready for review/comment/approval.
  - c) Design specifications should be complete and ready for review/comment/approval.
  - d) All processes of development based on initial assessments should be completed.
  - e) Final approval of all design documents and drawings for the new IV Compounding Suite build.
  - f) Provide an interior and exterior Wayfinding Package wayfinding for review and approval by the THRT Team.
  - g) Provide all final documents based on analysis and studies performed related to, but not limited to, community data, process flow, patient flow, and cost analysis.
  - h) Submission of design documents in electronic and hard copy formats.

### **B. Manufacturing Phase**

1. The Firm/Company must ensure full compliance with relevant regulations, standards, and guidelines governing sterile compounding, such as USP <797> (United States Pharmacopeia), or equivalent regulations in the applicable jurisdiction.
2. The Firm/Company is responsible for designing and constructing the IV compounding room with careful attention to the room's layout, size, and materials used. The design should facilitate the separation of work areas for different compounding activities, including preparation, storage, and cleaning.
3. Adequate ventilation, filtration, and environmental controls must be implemented to maintain a controlled, sterile environment.
4. The Firm/Company shall assess the existing equipment that is owner supplied which includes 3 flow hoods prior to installation.
5. The Firm/Company shall establish and adhere to robust quality control measures. This includes environmental monitoring, equipment testing, and validation of processes to maintain the sterility and integrity of IV compounds.
6. The Firm/Company shall Provide, per the manufacturer's specifications, the cleaning and maintenance procedures for the compounding room, equipment, and supplies.

### **C. Installation/Building Phase**

1. The installation and building phase for an IV compounding room involves the physical construction and setup of the facility to ensure it meets regulatory





## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



- requirements for sterile compounding.
2. The Firm/Company, employees, supervisors, and owners who will work/visit the JFL campus must attend the JFL orientation prior to installation. All new employees onboarded during the project must submit to the JFL orientation. The Firm/Company will notify the THRT assigned Project Manager to arrange the JFL orientation as needed throughout the duration of the project.
  3. The Firm/Company shall provide identification tags for all personnel working and require personnel to always use identification tags.
  4. The Firm/Company shall always comply with JFL's and industry safety requirements. It is the Firm/Company responsibility to provide safety equipment required to protect the project workers, approved visitors, THRT's personnel and JFL's property to the satisfaction of OSHA Standards for the Construction Industry (29 CFR Part 1926).
  5. The Firm/Company will be responsible for conducting all applicable site assessments necessary to deliver a turn-key product in accordance with all local and federal codes, regulations, and guidelines.
  6. The Firm/Company will be responsible for establishing a designated staging/lay down area that is to be approved by THRT.
  7. Following notice from the Firm/Company that the entire work is ready for its intended use, the THRT assigned Project Manager shall conduct an inspection to determine if the work is substantially complete. The Firm/Company shall deliver a report on the determination of substantial completion to the THRT assigned Project manager. After the resolution of any objections from the THRT assigned Project Manager, the Firm/Company shall report a determination of substantial completion.
  8. Before the Firm/Company issues a determination of substantial completion, they shall submit a list of observed items requiring completion or correction (Punch list).
  9. The Firm/Company shall furnish manufacturer approved spare parts, filters, for all installed major building equipment at closeout to cover a minimum of 180 days.
  10. The Firm/Company shall perform a final site inspection and walk-through of all the project areas with THRT/JFL to determine final completion status.
  11. The Firm/Company shall prepare a final report and submit it to THRT/JFL for review and acceptance.
  12. The Firm/Company shall deliver a report on the determination of substantial completion to the THRT assigned Project manager. After the resolution of any objections from the THRT assigned Project Manager, the Firm/Company shall report a determination of substantial completion.

#### **4. Commissioning Phase**

1. The commissioning phase for an IV Compounding room is a critical step in ensuring that the facility is fully functional, compliant with regulatory standards, and capable of producing sterile intravenous medications safely.
2. The Firm/Company shall verify and document that the IV Compounding room design and construction fully comply with all applicable regulations, such as USP <797> or equivalent standards. Ensure that the facility meets the regulatory requirements for sterile compounding environments.



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

3. The Firm/Company shall thoroughly test and verify the functionality of all equipment within the compounding room, including laminar flow hoods, biological safety cabinets, environmental monitoring systems, and any automated compounding devices. Ensure that they meet manufacturer specifications and operate as intended.
4. The Firm/Company shall validate the environmental controls, such as temperature, humidity, air exchange rates, and pressure differentials, to confirm that they maintain the required sterile conditions within the compounding room.
5. The Firm/Company shall perform a start-up and commissioning of all systems, functional testing, balancing, pressure testing, and calibrations of all systems. All testing will be witnessed and subject to approval of the THRT assigned Project Manager.
6. The Firm/Company shall ensure that ALL building construction major building equipment shall be warrantied for no less than five years.
7. The Firm/Company shall furnish a Maintenance Service Agreement for each major building system through competitive procurement.
8. The Firm/Company shall provide paper and electronic copies of the Operation & Maintenance manuals for all installed equipment, furniture, and fixtures.
9. The Firm/Company shall provide independent testing and balancing services for the mechanical equipment.
10. The Firm/Company shall perform a final top-bottom clean to include cleaning of all horizontal and vertical surfaces, furnishings, equipment lube and a changing of all filters.
11. The Firm/Company shall provide training and competency assessment programs for staff members involved in IV Compounding, including pharmacists, pharmacy technicians, facilities, and quality assurance personnel.
12. The Firm/Company shall ensure that the JFL Facility Department and Biomedical Services receives manufacturer training on all building systems and water treatment systems.

### D. TIMETABLE

**Pre-Proposal Conference** scheduled for Tuesday, November 14, 2023, at 10:00 a.m. Atlantic Standard Time via Microsoft Teams. See link [➡ Click here to join the meeting](#)

**Site visit** available upon request.

**Last Day** for Written Clarification: Monday, November 20, 2023, at 12:00 p.m. Atlantic Standard Time.

### E. SUBMISSION OF PROPOSAL

All interested parties shall submit their electronic submissions, [ebids.proposalsTHRT@thrtvi.org](mailto:ebids.proposalsTHRT@thrtvi.org) no later than **Monday, December 11, 2023, at 2:00 p.m. ATLANTIC STANDARD TIME.**



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

Electronic submissions must include the Company's Name – Solicitation Number and Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – RFP 0000-001 – March 16, 2020.

The First Page of each electronic submission must also include Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the

following words in red font: **“CONFIDENTIAL BID SUBMISSION”**

A screenshot of an email composition window. The "From" field is redacted with a black box. The "To" field contains the email address "ebids.proposals@flusvi.org". The "Cc" field is empty. The "Subject" field contains the text "ABC Company, Inc.-RFP 0000-001-March 16, 2020". A "Send" button is visible on the left side of the window.

All electronic submissions must be received at [ebids.proposalsTHRT@thrtvi.org](mailto:ebids.proposalsTHRT@thrtvi.org) Where proposals are sent by email, the bidder shall be responsible for their email before the date and time set for the closing of acceptance of proposals. Proposals received after the official deadline will be considered **LATE** and will **NOT** be considered for evaluation. There will be no exceptions.

### F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals, nor shall the successful

provider withdraw or cancel or modify his proposal, except at the request of THRT after having been notified that said THRT had accepted proposal.

### G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to THRT a written request for an interpretation thereof to [ebids.proposalsTHRT@thrtvi.org](mailto:ebids.proposalsTHRT@thrtvi.org). THRT will not respond to questions received after the above established date. The Respondent will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

### H. CONSIDERATION OF PROPOSAL

The Territorial Procurement Manager shall represent and act for THRT in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit THRT to the award of a contract, nor pay any cost incurred in preparing and submitting proposals in anticipation of a contract. THRT reserves the right to reject any**



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



**or all proposals and to disregard any informal and/ or irregularity in the proposal when, in its opinion, the best interest of THRT will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se, but any deviations from the scope must be clearly substantiated.

### I. ACCEPTANCE OF PROPOSAL

THRT will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

### J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined will disqualify the applicant.

1. Organization:
  - a. Introductory letter about the respondent:
    - i. Name, address, email, and telephone numbers.
    - ii. Type of service for which individual/firm is qualified.
  - b. Current Business License or state register for the services being advertised. All Respondents bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
  - c. Current trade name registration certification; if applicable
  - d. Certificate of Good Standing dated July 1<sup>st</sup> of the current calendar year, or later
  - e. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or Statement of Qualification (Limited Partnerships), if applicable.
  - f. Corporate Resolution or equivalent identifying the person who is authorized to act for the Respondent with respect to this RFP.
  - g. Proof of Sam.Gov registration
2. Subcontractors
  - a. Provide a listing of subcontractors that shall be retained for this project including phone numbers and contact information.
  - b. Provide what percentage of work will be subcontracted to each listed subcontractor.
  - c. If no subcontractors will be retained for this project, please indicate.
3. Project Experience: Past and Present
  - a. Provide a description of a minimum of five (5) comparable projects that have been performed or are currently performing, with the value of each and the percentage of progress.
  - b. Organizational Chart for ALL phases of this project.
  - c. A detailed staffing plan with the ability to provide services needed at each phase of the project is required. This plan shall include the number of personnel roles and



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



responsibilities of each person on the project at all phases and include a breakdown of staff that will need to be hired and/or subcontracted and the expected tasks to be fulfilled.

\*Past performance on similar projects will also be considered.

4. Reference Letters: Two (2) letters minimum related to the project being solicited. To obtain maximum allotted points, each letter must:
  - a. Include information about past performance on similar project from authorized representative.
  - b. Include a working telephone number; and email address to be contacted; and
  - c. Notarized.
  
4. Project Approach:
  - a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested. Indicate the amount of time required to mobilize. Provide a timeline for the execution of services detailed in the RFP.
  
6. **The Cost Proposal must be submitted in a separate file. The Contractor will provide cost estimates for the following outlined services on Appendix B.**
  
7. Additional Required Forms:
  1. Certification of Information-Appendix C
  2. Minority and Women Owned Business Enterprise Participation Plan-Appendix D
  3. GVI Non-Collusion Affidavit -Appendix E
  4. Debarment Certification Form-Appendix F
  5. Acknowledgement of any Addenda-Appendix G

### **K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent, or employee of THRT has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of THRT; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same request for proposals; the Respondent is competing solely on its own behalf without connection with or obligation to, any undisclosed person or firm.

### **L. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS (Appendix H)**

By submitting a proposal in response to this RFP, the Respondent agrees to accept the boilerplate terms and conditions of THRT's standard Professional Services Contract, a copy of which is attached to this RFP, if the proposer is selected for award. In addition, the Respondent agrees to comply with all legal requirements to contract with THRT.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**M. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See attached. **ATTACHMENT I**

THE DOCUMENTS IN THE ATTACHMENT WILL BE REQUIRED FOR APPROVAL OF THE CONTRACT WITH THE SUCCESSFUL RESPONDENT.

**N. REQUIRED DOCUMENTS**

1. **PUBLIC LIABILITY:** The successful Respondent will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy (ies) shall name THRT as the certificate holder and additional insured via an endorsement. The public liability insurance shall have a minimum limit of not less than one million dollars (\$ 1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars (\$ 1,000,000.00) for any one occurrence for property damage. Respondent must provide public liability insurance within (10) working days after award.
2. **PROFESSIONAL LIABILITY:** The successful Respondent will be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less than \$ 1,000,000.00 per each occurrence. THRT shall be listed thereon as a certificate holder but not as an additional insured. Proof of professional liability coverage must be provided within ten (10) working days after award.
3. **WORKERS' COMPENSATION:** Within ten (10) working days after award of project, the successful Respondent must submit a copy of their certificate providing that the Firm and its agents are covered by Workers' Compensation Employee's Liability.

**O. DEBARMENT**

By execution of an agreement, the firm certifies that it is eligible to receive grant awards using federally appropriated funds that it has not been suspended or debarred from entering into contracts with any federal agency. The firm shall include this provision in each of its subcontracts hereunder and shall furnish its Subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT."

In the event the Firm or Subcontractor misrepresents its eligibility to receive grant awards using federal funds, the Firm or Subcontractor agrees that it shall not be entitled to payment for any work performed under the executed agreement and that the Firm or Subcontractor shall promptly reimburse THRT for any progress payments heretofore made.

If during the term of the executed agreement, the firm shall become ineligible to receive grant awards using federal funds, the agreement shall be terminated forthwith for cause, and the firm



## REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



shall not be entitled to payment for any work or purchase under the agreement or Subcontractor after the effective date of ineligibility.

### **P. TAXES**

The price proposed by Offeror(s) shall be the total consideration, inclusive of taxes, if applicable. The Offeror(s), if awarded the Contract, may be subject to gross receipt taxes, excise taxes, import taxes, or customs duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror(s) unless exempt by law. The Offeror(s) is advised to contact the Virgin Islands Bureau of Internal Revenue (“IRB”), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror(s)/Firm’s tax liability.

### **Q. OPEN RECORDS**

Respondents are advised that any and all materials, information, and documentation in any proposal submitted in connection with an RFP or an IFB may become a record of The Facility and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date, however, no court of law has ruled on the application of this law to independent instrumentalities such as THRT.” Confidential Information” includes all technical business, personnel, the taxpayer, or other information, including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development and business activities of the disclosing party and that has been identified as “confidential.” Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or

its customers. Confidential information shall not include information which: (i) generally becomes available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by “or becomes known to” the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**R. APPENDIX A**

Proposal Package Checklist

**S. APPENDIX B**

Bid Fee Schedule

**T. APPENDIX C**

Certification of Information

**U. APPENDIX D**

Minority and Women Owned Business Enterprise Participation Plan

**V. APPENDIX E**

GVI Non-Collusion Affidavit

**W. APPENDIX F**

Debarment Certification Form

**X. APPENDIX G**

Acknowledgement of any Addenda

**Y. APPENDIX H**

Design Build Contract Template

**Z. ATTACHMENT I**

Mandatory List of Required Documents





**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**APPENDIX A**

**Proposal Package Checklist**

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined will disqualify the applicant.

1. Submission of Proposal to:

[ebids.proposalsTHRT@thrtvi.org](mailto:ebids.proposalsTHRT@thrtvi.org)

Subject line contains- **Company's Name- Solicitation Number and Due Date.**

a. Proposals to include each of the following:

- i. Table of Contents
- ii. Introductory Cover Letter – Name, Address, Email, Telephone, Type of Service for which Individual/Firm is Qualified
- iii. Commitment Statement Letter
- iv. Number of Staff Available for Assignment (Local & Out of Territory)
- v. Firm Background and Experience
- vi. Current Business License
- vii. Current Tradename Registration Certificate (if applicable)
- viii. Certificate of Good Standing
- ix. Certificate of Resolution/Memorandum Authorizing Signatory on Company Letterhead
- x. Copy of SAM.GOV Registration & DUNS Number
- xi. Articles of Incorporation/Articles of Organization/Limited Partnership Agreement
- xii. Listing of **ALL** of Vendor's Pending Litigation
- xiii. Confidential/Proprietary Information (if applicable)
- xiv. Provide at least two (2) references for work done on similar projects within the last 5 years
- xv. Technical Proposal; Describe how you will approach this project and availability to perform the services requested
- xvi. Cost Proposal in a separate file (Appendix B)
- xvii. Appendix A: Proposal Package Checklist;
- xviii. Appendix B: Bid Fee Schedule
- xix. Appendix C: Certification of Information
- xx. Appendix D: Minority and Women Owned Business Enterprise Participation Plan
- xxi. Appendix E: GVI Non-Collusive Affidavit



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



- xxii. Appendix F: Debarment Certification Form
- xxiii. Appendix G: Acknowledgement of any Addenda
- xxiv. Appendix H: Design Build Contract Provisions Sample



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**APPENDIX B**

**Bid Fee Schedule**

## Bid Fee Schedule

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all costs listed may be included in the final contract based on negotiations with the winning bidder.

<b>A. Design/Engineering Phase-Conceptual/Pre-Design Services</b>					
Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated Weeks	Estimated Total
<b>Subtotal</b>					

<b>A. Design/Engineering Phase-Architectural &amp; Engineering Services</b>					
Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated Weeks	Estimated Total
<b>Subtotal</b>					

<b>B. Manufacturing Phase</b>					
Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated Weeks	Estimated Total
<b>Subtotal</b>					

<b>C. Installation/Building Phase</b>					
Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated Weeks	Estimated Total
<b>Subtotal</b>					

4. Commissioning Phase					
Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated Weeks	Estimated Total
<b>Subtotal</b>					

Project Phases	Total Cost
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Manufacturing Services	
Installation/Building Services	
Commissioning Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

**\*\*NOTE:** The Respondent shall be reimbursed for certain ordinary out of pocket expenses reasonably necessary to the timely performance of its obligations as set for in Subpart E of Title 2 of the Code of Federal Regulations.

**Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc.)			
<b>TOTAL COST</b>			

	Total Cost
Project Phases	
Ongoing Expenses	
Contingency (5% of the project phases total cost)	
<b>GRAND TOTAL COST</b>	

Total (Numbers) \$ \_\_\_\_\_

Total (Words) \$ \_\_\_\_\_

Firm/Company Name \_\_\_\_\_

Authorized Firm/Company Signature \_\_\_\_\_

Date \_\_\_\_\_



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**APPENDIX C**

**Certification of Information**

The undersigned, on behalf of the company named below, hereby represents and certifies to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposal for 002-THRT-C-024 (P).
- Compliance to all applicable laws, regulations, or ordinances of applicable Federal, State, Territorial, and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this request for proposal, unless fully disclosed in the response.
- They have examined the Request for Proposal and related documents. They hereby submit the following Proposal for RFP-002-THRT-C-024 (P) and do all things necessary to complete the work in accordance with said documents required.
- The individual signing this form is an officer of the Firm and is authorized to sign agreements on behalf of the company.
- They agree to commence work under this contract within ten (10) days of receipt of written “Notice to Proceed” from THRT and to complete the entire work of the contract as specified substantially.
- This proposal shall hold for and may not be withdrawn for a period of thirty (30) calendar days from the Proposal due date.
- They have received all addenda to the Request for Proposal, all of the provisions and requirements of which addenda have been considered in preparation of this Proposal.
- No claim will be made on account of any increased wage, scale, material prices, taxes, insurance, cost indexes, or material prices.
- THRT reserves the right to reject any or all bids and to waive any formality in the bidding.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

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

Signed: \_\_\_\_\_

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

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

Name of Firm: \_\_\_\_\_

Organized as a (mark one):

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation Under the

Law of the State of: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

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

If a corporation indicates the state of incorporation is a partnership, enumerate all partners. Current, valid Insurance Certificates and Union Cards for all trades are required for this project and must be forwarded to the Vice President, Territorial Capital Projects, for file record following award.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

**APPENDIX D**

**Minority and Women Owned Business Enterprise Participation Plan**

**D.1 Subcontractor Participation Plan**

**Check one:** Initial Plan Amended Plan

*The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit it with the proposal package.*

I affirm the following statements are true and accurate:

I have read and understood the MWBE requirements of the project.

I will make and thoroughly document good faith efforts to meet MWBE requirements.

This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.

I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.

Upon request, I will provide the Virgin Islands State Division of Homeland Security and Emergency Services (DHSES) with proof of payments made to subcontractors.

**FOR CONSTRUCTION CONTRACTS ONLY**

I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

Authorized Person: \_\_\_\_\_

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





**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

**Subcontractor Information**

Business Name	MWBE Certified (Y/N)	Award Amount	Services to be Provided	Anticipated Start Date

**D.2 Intent to Perform as Subcontractor**

Respondent/ Prime Contractor Firm		Subcontractor	
Name		Name	
Address		Address	
Phone		Phone	
Federal Id Number		Federal Id Number	
Contract/RFP Number			
Projected Start Date			
Projected Completion Date			
Work to be Performed			
Price of Work to be Performed			

**Certification**

The Contractor Firm hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The firm must notify THRT of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

\_\_\_\_\_  
Prime Contractor Firm Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Contractor Firm Title

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

\_\_\_\_\_  
Subcontractor Title

**D.3 Self-Perform Statement**

This project has Minority and Women Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting it to your Prime Contractor Firm. If your business is self-performing all the work assigned under this contract, an authorized representative must sign below and submit it to your Prime Contractor Firm. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business) \_\_\_\_\_ will be executing 100 percent of the work assigned to it by (Prime Contractor Firm) \_\_\_\_\_ under the \_\_\_\_\_ (Project Location name) Redevelopment Project, and thus will not be subcontracting any work.

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

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

\_\_\_\_\_  
Title



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

**APPENDIX E  
GOVERNMENT OF THE VIRGIN ISLANDS  
GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION  
NON-COLLUSION AFFIDAVIT**

————— 0 —————

..... being duly sworn, deposes and says that –

He is [owner, partner, officer, representative, or agent] of.....

..... the Respondent that has submitted that attached bid;

- He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- Such bid is genuine and is not a collusive or sham bid;
- Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached bid or of any other Respondent, or to fix any overhead, profit or cost element of the price or the bid price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and
- The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of .....

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



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

**APPENDIX F**

**GVI Debarment Certification Form**

**GOVERNMENT OF THE VIRGIN ISLANDS  
GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION**

***DEBARMENT CERTIFICATION FORM***

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

- By submission of this solicitation, the Respondent certifies 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.
- 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 THRT may also exercise any other remedy available by law.
- Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

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

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

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of legal age,

\_\_\_\_\_  
(Trade or Corporation)

and personally, known to me.

(SEAL)

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



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**

**APPENDIX G**

**Addendum Acknowledgment**

**RESPONDENT**

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

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

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

**RESPONDENT 'S CONTACT PERSON**

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

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

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

**SCHEDULE OF ADDENDA**

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

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

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

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

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

**RESPONDENT 'S AUTHORIZED REPRESENTATIVE**

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

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

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



REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM



ATTACHMENT I

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH  
GOVERNMENT OF THE VIRGIN ISLANDS

*This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.*

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state or IRS 501(c)(3) certification for non-profits.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate)
3. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract.
4. Proof of Workman's Compensation Coverage/ Government Insurance Coverage (required if the Contractor will be physically working in the Territory and employee locals)
5. **Corporations (Co., Corp., Inc., or Ltd.)**
  - a. Articles of Incorporation (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Virgin Islands Certificate of Good Standing (valid from July 1<sup>st</sup> through June 30<sup>th</sup>), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
  - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
6. **Limited Liability Company (LLC)**
  - a. Articles of Organization (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Virgin Islands Certificate of existence (valid from July 1<sup>st</sup> through June 30<sup>th</sup>), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
7. **General Partnerships**
  - a. Partnership agreement (if it exists)
  - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
  - c. Tradename Certificate if company uses a tradename (valid for two years)



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**8. Limited Partnerships (L.P/ LLP/ LLLP)**

- a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
- b. Tradename Certificate if company uses a tradename (valid for two years)
- c. Virgin Islands Certificate of Existence (valid from July 1<sup>st</sup> through June 30<sup>th</sup>), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
- d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

**9. Sole Proprietorship**

- a. Tradename certificate if a tradename is used (valid for two years)

*Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in Nos. 5-9 are specific to each organization type and are required in addition to the documents listed in Nos. 1-4. Documents listed in No. 4 applies only to professional services contacts where the Government will rely on the advice and services of the Contractor in its decision-making processes.*



**REQUEST FOR PROPOSALS  
TERRITORIAL HOSPITAL  
REDEVELOPMENT TEAM**



**APPENDIX H**

**Design Build Contract Template**



## CONTRACT FOR DESIGN-BUILD SERVICES

**THIS AGREEMENT** (the “Contract”) is made the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, [Note: Date to be inserted by GHHFC Board Chair, who will sign last, and inserting the date s/he signs] *in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION** (“GHHFC”), a body corporate and politic constituting a public benefit corporation and public entity of the Government of the United States Virgin Islands on behalf of the [ENTER HOSPITAL ENTITY] (SRMC OR JFLH) whose address is [4007 Estate Diamond Ruby, Christiansted, St. Croix, U.S. Virgin Islands 00821 or #9048 Sugar Estate, St. Thomas, VI 00802], by and through the GHHFC ([SRMC or JFLH] by and through the GHHFC shall hereinafter be referred to as the “Hospital”); and [LEGAL NAME OF CONTRACTOR], a [JURISDICTION OF FORMATION] [TYPE OF ENTITY (e.g., corporation, limited liability company)] whose address is [STREET ADDRESS] (hereinafter referred to as “Contractor”)* (collectively, the Hospital and the Contractor shall be referred to as the “Parties”).

### WITNESSETH:

**WHEREAS**, the passage of two Category 5 hurricanes, Hurricane Irma on or about September 6, 2017, followed by Hurricane Maria on or about September 19, 2017, resulted in a state of emergency affecting all islands of the Territory at once, an unprecedented and unexpected emergency occurrence which severely impacted the operation of the Government of the Virgin Islands and seriously damaged (SRMC or JFLH), the only hospital on St. Croix; and

**WHEREAS**, the Hospital is in need of a contractor to furnish all labor, materials and equipment necessary for [PROJECT DESCRIPTION AND LOCATION] in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract); and

**WHEREAS**, [DESCRIPTION OF PURPOSE OF PROJECT]; and

**WHEREAS**, in furtherance of the foregoing need, the Hospital issued and published a [Request for Proposals] [SOLICITATION NUMBER] dated [DATE] along with Appendix I to the said Solicitation containing the scope of work and other pertinent requirements, and [REFERENCE ANY MODIFICATIONS TO THE SOLICITATION by modification number and date] (collectively, the [“RFP”]), all of which are incorporated herein by reference; and

**WHEREAS**, as a result of the competitive procurement process conducted in conformity with applicable law including the Hospital’s standard procurement policy, the Contractor’s [Proposal] submitted in response to the [RFP] (the [“Contractor’s Proposal”]), which is incorporated herein by reference, was selected for the [DESCRIPTION] work which is the subject of the [RFP] and this Contract (the [“DESCRIPTION] Work”); and

**WHEREAS**, the Hospital wishes to enter into a contract for the [DESCRIPTION] Work, all in strict accordance with the technical specifications and all engineering drawings, maps, and plans referred to or set forth as part of the [RFP]; and as further set forth in the provisions of **Addendum I (General Provisions)**, **Addendum II (Termination of Contracts)**, **Addendum III (Compensation)**, **Addendum IV (FEMA Rider)**, and **Addendum V (HUD Rider)** attached

hereto and incorporated as part of this Contract by reference, as well as relevant portions of the Contractor's [Proposal] to the extent the same are consistent with the foregoing; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

## 1. SERVICES

The Contractor shall supply all necessary labor and materials and construct the services described in **Addendum I (Scope of Work)** in a timely and work manlike manner as further provided herein and made part of this Contract.

## 2. TERM

This Contract shall commence upon execution by the Parties and shall terminate within **number of days in words** (# of days) calendar days from the issuance of the formal Notice to Proceed by the Hospital, or in accordance with an agreed upon extension pursuant to the General Provisions, with delay damages as set forth below commencing on the [NUMBER] day.

## 3. COMPENSATION

**(A) Fixed Fee for Services** [If hourly, modify subhead to **Fee for Services** and set forth the hourly compensation terms; there should be a cap on the total amount; and the Compensation addendum should include a schedule of specific deliverables]

The Hospital, in consideration of the satisfactory performance of the services described in **Addendum I (Scope of Work)**, agrees to pay Contractor a [fixed fee] in the amount of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) (the ["Fixed Fee"]) in accordance with the provisions set forth in **Addendum IV (Compensation)**, attached hereto and incorporated herein.

**(B) Travel Expenses** Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the JFL agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the JFL. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of JFL, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed  N/A  (\$ N/A).

[If no expenses allowed, modify to state that the compensation includes all expenses]

In addition to the ["Fixed Fee"] set forth above, Contractor shall be reimbursed, on an actual cost basis for ordinary out of pocket travel expenses reasonably necessary to the timely performance of its obligations hereunder, for trips which have been authorized in advance by the Hospital in writing. The total expense reimbursement hereunder shall be subject to a cap of

[AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) and the following restrictions: (i) any air travel shall be booked at the lowest available main cabin fare and in advance to minimize cost; (ii) any hotel accommodations shall be for standard rooms at non-luxury hotels; (iii) any ground transportation costs shall be at published taxi fare rates of the Virgin Islands Taxi Commission or for the rental of standard non-premium class vehicles and associated fuel charges; (iv) any meals shall be at non-luxury establishments; (v) the amount of any reimbursement for hotel lodging, meals and incidentals shall not exceed the per diem rates in effect at the time the charge was incurred as set by the U.S. Department of Defense through the General Services Administration for St. Thomas, St. John, or St. Croix, as applicable; and (vi) costs shall conform to the Cost Principles for federally funded projects set forth at Subpart E of Title 2 of the Code of Federal Regulations.

### (C) Contract Price

As more fully set forth above, for purposes of this Contract, the total compensation hereunder, including expenses, shall not exceed the amount of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) (the "Contract Price").

## 4. COMPLIANCE WITH BONDING REQUIREMENTS

The Contractor shall provide the following as a condition of this Contract, in a form materially similar to the bond forms customarily used by the Government of the Virgin Islands and acceptable to the Hospital:

- (A) **Performance Bond:** Contractor shall provide a performance bond with a surety duly licensed in the Virgin Islands for one hundred percent (100%) of the Contract Price to secure fulfillment of all the Contractor's obligations hereunder; and
- (B) **Payment Bond:** Contractor shall provide a payment bond with a surety licensed in the Virgin Islands for one hundred percent (100%) of the Contract Price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for hereunder.

## 5. LIQUIDATED DAMAGES

It is hereby expressly agreed by the Parties that time is of the essence, and in the event, the Contractor has not completed the work hereunder within the time set forth in Section 2 above, liquidated delay damages of **One Thousand Dollars (\$1,000.00)** for each calendar day or portion thereof in which the work remains incomplete shall be due to the Hospital. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the extent available.

## 6. INVOICES AND RECORDS

Contractor shall maintain fully documented and precise records of all tasks performed in sufficient detail to enable the Hospital to verify compliance with the Scope of Work and shall submit its duly completed invoices, which shall include an itemization of all expenses

and copies of all expense receipts, no more frequently than once per month. [If no expenses, delete expenses and receipts clause]

## **7. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to construction contractors doing business in the United States Virgin Islands and to require the maintenance of such standards by any employee or contractor employed by it to perform services hereunder.

## **8. DOCUMENTS, PRINTOUTS, ETC.**

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Hospital and shall be turned over to it at the termination of this Contract, or at the Hospital's request, during the life of the Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Hospital.

## **9. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and hold the Hospital as defined above and the Government harmless from and against any and all losses, damages, liabilities, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the same may incur, sustain or be subjected to, arising out of or in any way connected to the work to be performed hereunder and arising from any cause, except the sole negligence of the Hospital or the Government.

## **10. LIABILITY; INSURANCE**

Nothing in this Contract shall be construed to impose any liability upon the Hospital or the Government generally, to persons, firms, associations, or corporations engaged by Contractor as servants, agents, employees or independent contractors, or in any other capacity whatsoever, or make the Hospital or the Government generally, liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations or taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipts taxes, and social security taxes for Contractor, its servants, agents, employees or independent contractors. Contractor further agrees to a waiver of subrogation against the Hospital and the Government for any and all matters related to an insured loss.

Throughout the term of this Contract, Contractor shall pay all premiums for and maintain in effect, with a responsible insurance company or companies acceptable to the Hospital and authorized to do business in the Territory, policies of insurance in a form acceptable to the Hospital for the benefit of the Hospital (specifically covering the [JFLH or SRMC] and the GHHFC) and Contractor, as their interests may appear, for the following types of insurance with minimum amounts as indicated:

- (A) Workers' Compensation in an amount and type specified by the laws of the Territory;
- (B) Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim.
- (C) Commercial General Liability insurance, with coverage on an occurrence basis, for any occurrence resulting in bodily harm and personal injury to or the death of any person(s) and consequential damages arising therefrom and (b) property damage with both coverages being in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; such insurance to also include coverage for completed operations;
- (D) Builder's Risk insurance covering the interests of both Contractor and the Hospital, which interest of Hospital shall include property insurance, on an all-risk basis inclusive of windstorm, earthquake and flood, to insure the full replacement cost of materials, fixtures, and equipment used in construction as well as coverage for soft costs, in an amount of at least the Contract Price;
- (E) Automobile/vehicle liability for all owned, hired, and non-owned automobiles in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit; and
- (F) Such other types of insurance and such additional amounts of insurance as, in the Hospital's judgment are necessitated by good business practice.

Prior to starting any work under this Contract but in no case later than ten (10) calendar days after the Effective Date, Contractor shall provide the Hospital with a certificate of insurance which confirms that Contractor has the above coverages, names the Hospital (specifically including [JFLH or SRMC] and GHHFC) as an "Additional Insured" and states that the Contractor shall be notified thirty (30) days prior to any cancellation or non-renewal of any such coverage. A complete certified copy of each policy shall also be sent to the Hospital within thirty (30) days of the Effective Date of the Contract.

Contractor shall ensure delivery of any new or renewal policies to the Hospital at least twenty (20) days before the expiration date or sooner termination of each policy, and if Contractor fails to carry out the obligations set forth herein, the Hospital may, at its option, either consider Contractor's failure to comply a default under this Contract or may cause, but shall not be obligated, to have such insurance issued and, in such event, Contractor agrees to pay the premium for such insurance promptly upon the Hospital's demand, or the Hospital shall have the right to offset such premium against the any funds due Contractor.

## 11. ASSIGNMENT; SUBCONTRACTORS

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written consent of the Hospital.

## 12. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status.

### **13. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

### **14. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

### **15. ENTIRE AGREEMENT**

This Contract, including the provisions of **Addendum I (Scope of Work)**, **Addendum II (General Provisions)**, **Addendum III (Termination of Contracts)**, **Addendum IV (Compensation)**, **Addendum V (FEMA Rider)**, and **Addendum VI (HUD Rider)**, all of which are attached hereto and incorporated herein by reference, as well as relevant provisions of the [RFP] and Contractor's [Proposal] which are also incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior understandings or communications, written or oral, with respect to subject matter of this Contract are merged herein. In the event of a direct conflict between the [Proposal] and the [RFP], the terms of the [RFP] shall be controlling, and in the event of a direct conflict between the [RFP] and this Contract, the terms of this Contract shall be controlling.

### **16. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, the Hospital will have the right to withhold out of any payment due to Contractor, such sums as the Hospital may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Hospital may apply such sums in such manner as the Hospital may deem proper to secure itself or to satisfy such claims. The Hospital will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

### **17. CONDITION PRECEDENT**

This contract shall be subject to the availability and appropriation of funds and to the approval or ratification of the Board of Directors of GHHFC.

### **18. TERMINATION**

The Hospital shall have the general right to terminate this Contract with or without cause or for convenience on ten (10) calendar days written notice to the Contractor specifying the date of

termination. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination. Specific additional provisions governing termination for default are set forth in section 5 of **Addendum II** hereof.

## 19. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Hospital, in part, whenever the Hospital shall deem such termination advisable or convenient. This partial termination shall be effected by ten (10) days' notice to the Contractor specifying the extent to which the term(s) and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination, including payment for authorized services rendered during the period of the ten (10) day notice.

## 20. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, age, religion, disability or national origin.

## 21. CONFLICT OF INTEREST

- (A) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (B) Contractor further covenants, on behalf of itself and its principals, that Contractor (and any principal of Contractor) is:
  - (1) not a territorial officer or employee (*i.e.*, the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself (or himself/herself, as the case may be) with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in an official capacity;



- (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 22. EFFECTIVE DATE

The effective date of this Contract shall be the date all Parties have fully executed the Contract (the "Effective Date").

## 23. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the following officer, or authorized successor thereof, of the parties or as follows:

**to the Hospital:** Christopher E. Finch  
Board Chair  
Government Hospitals and Health Facilities Corporation  
4007 Estate Diamond Ruby  
Christiansted, St. Croix, U.S. Virgin Islands 00821

**with copies via email to:** christoperefinch@gmail.com  
[current JFLH or SRMC CEO email address]  
[current JFLH or SRMC Legal Counsel email address]  
[THRT Executive Director email address]  
lorinkleeger@gmail.com

**to the Contractor:** [NAME]  
[TITLE]  
[ADDRESS]

**with a copy via email to:** [CONTRACTOR'S EMAIL ADDRESS]

Notice which is hand delivered shall be deemed given upon delivery. Notice which is mailed shall be deemed given three (3) days following deposit in the U.S. Mail, postage prepaid. Email copies shall be deemed provided upon transmission. A party may change the person or address for notice hereunder by providing notice pursuant to this provision.

## 24. LICENSURE

The Contractor covenants that it has:

- (A) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by federal law or by Title 27 of the Virgin Islands Code and is authorized to do business in the Territory under the provisions of Title 13 of the Virgin Islands Code; and
- (B) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

Contractor further represents that it is authorized to do business in the Territory under the corporate and licensing laws of the United States Virgin Islands and has provided the Hospital with proof of same in the form of a valid Virgin Islands business license in the company name of Contractor. Contractor further covenants that as a condition of continued payment hereunder, it shall maintain a valid business license at all times while performing work hereunder. Any subcontractors approved by the Hospital pursuant to the terms of this Contract shall be duly licensed as a condition of approval of any subcontract and payment for any work performed thereunder.

## **25. CONTRACTOR'S REPRESENTATIONS**

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work. The Contractor agrees further to begin work on the date indicated on the formal Notice to Proceed or as soon as possible thereafter and to complete the work within the number of days specified herein or as extended in accordance with the General Provisions of this Contract. The work shall be done under the direct supervision of the Hospital or its contractor retained for the purpose of managing the construction hereunder, and all work shall be performed in accordance with applicable local and federal laws, codes and regulations governing the same. No work shall be performed without the required construction permit or permits.

## **26. WARRANTY OF NO SOLICITATION**

The Contractor expressly warrants that it has employed no person to solicit or obtain this Contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further warrants that it has not violated any applicable local or federal law with respect to kickbacks, lobbying, conflicts of interest, or false or fraudulent claims in connection with the procurement of this Contract. Breach of the foregoing warranty shall give the Hospital the right to terminate this Contract immediately without penalty or further obligation to Contractor.

## **27. FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Hospital or the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

## **28. DAVIS BACON ACT**

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and that the contractor and subcontractor agrees that all employees shall be paid the locally prevailing wages as established by Virgin Islands statutes and laws.

## 29. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds and that the Government and the Hospital are recipients of federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

## 30. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore mad.

## 31. CONTRACT PROVISIONS FOR FEMA OR HUD FUNDING

Contractor acknowledges that this Contract may be funded in whole or in part with federal funds administered by the Federal Emergency Management Agency (FEMA) subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (the "Stafford Act") or by local matching funds or other local or federal public sources, including without limitation Community Development Block Grant Disaster Recovery ("CDBG-DR") funds administered by the United States Department of Housing and Urban Development (HUD), and this Contract is subject to availability and approval of such funding. To the extent the same may be applicable, the Contractor shall comply with all relevant provisions and execute and provide any further compliance certifications and such related documentation as may be appropriate or mandated under local and federal law, regulations and implementing guidance as well as all program-specific requirements as administered by FEMA, HUD, the Virgin Islands Territorial Emergency Management Agency (VITEMA), the Office of Disaster Recovery of the Virgin Islands Public Finance Authority, the Virgin Islands Housing Finance Authority (VIHFA), or other relevant local or federal administering agency in connection with Stafford Act or CDBG-DR funding and any related or supplemental federal or local funding, as the same may be revised and updated from time to time, including but not limited to relevant provisions of 2 C.F.R. Part 200, as well as the specific compliance requirements and flow-down clauses set forth in Appendix II of 2 C.F.R. Part 200, along with the additional terms and conditions of **Addendum V (FEMA Rider)** and

**Addendum VI (HUD Rider)**, both of which are attached hereto and incorporated herein by reference, to the extent applicable.

### **32. LIABILITY FOR GOVERNMENT COSTS RESULTING FROM DESIGN ERRORS OR DEFICIENCIES**

Architect-Engineer contractors shall be responsible for the professional quality, technical accuracy, and coordination of all services required under their contracts. A firm may be liable for Government costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an architect-engineer contract, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the architect-engineer contractor may be reasonably liable. The contracting officer shall enforce the liability and issue a demand for payment of the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the Government's interest. The contracting officer shall include in the contract file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

### **33. RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### **34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

Contractor shall respect and abide by all federal and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Contract. Contractor agrees to adhere to policies and procedures adopted by the Hospital and all federal requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the privacy, security and use of protected health information.

### **35. CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) COMPLIANCE**

In performing its obligations hereunder, Contractor shall comply with all laws, regulations and policies administered by the Centers for Medicare & Medicaid Services (CMS). To the extent applicable, all work performed hereunder shall conform to relevant CMS standards, and the Contractor shall maintain compliance documentation for any and all relevant components or systems of design, testing, performance, and commissioning of the project which is the subject of this Contract and provide such documentation within the time period specified by the most current version of the codes and regulations that govern such component or system.

### **36. AUTHORIZATION**

By signing below, the signatories represent that they are duly authorized to bind the entity on behalf of which they execute this Contract as provided herein.

### **37. COUNTERPARTS**

This Contract may be executed in counterpart copies, which together shall constitute a fully executed agreement. Counterparts may be delivered via fax, e-mail (including pdf of any electronic signature complying with the provisions of 15 U.S.C. §§ 7001 *et seq.* and 11 V.I.C. §§ 101-120) and any counterparts so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes and treated in all respects as an original instrument bearing original signature.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year written below.

WITNESS:

[ HOSPITAL ENTITY] by and through the GOVERNMENT  
HOSPITALS AND HEALTH FACILITIES  
CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher E. Finch,  
Government Hospitals and Health  
Facilities Board Chair

[FULL LEGAL NAME OF CONTRACTOR]

\_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
[TITLE]

Addendum I  
(Scope of Work)

## Addendum II (General Provisions)

### General Provisions

The following provisions shall govern the Contract to the extent applicable:

#### 1. DEFINITIONS

The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Hospital or his or her designee, and includes the duly appointed successor of the person executing this contract or his or her designee, or the duly authorized representative of the Hospital.

#### 2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned or both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he or she may consider necessary, unless otherwise provided.

#### 3. CHANGES

(a) The Contracting Officer may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make any change in the work in the general scope of the contract, including but not limited to changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the method or manner of performance of the work;
- (iii) In the furnished facilities, equipment, materials, services, or site; or
- (iv) directing acceleration in the performance of the work;

Provided, however, that notwithstanding the foregoing, any change which causes an increase in the Contract Price shall be subject to approval or ratification by the GHHFC Board and the availability and appropriation of funds.

(b) Any other written order or an oral order (which

terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required. And provided further, that in case of defective specifications for which the Hospital is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, it must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Hospital. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### 4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if



he or she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Hospital in its discretion.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### **5. TERMINATION FOR DEFAULT-- DAMAGES FOR DELAY--TIME EXTENSIONS**

(a) If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Hospital may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there has been delay. In such event the Hospital may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and other items as may be on the site of the work as necessary therefor. Regardless of whether the Contractor's right to proceed with the work is terminated, the Contractor and his sureties shall be liable for any damage to the Hospital resulting from its refusal or failure to complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Hospital so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned by the Hospital in completing the work.

(c) If fixed and agreed liquidated damages are provided in the Contract and if the Hospital does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another

contractor in the performance of a contract with the Hospital or the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from the unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract,) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of any delay and the extent the time for completing the work when, in his or her judgment, the findings of facts justify such an extension, and the findings of fact of the Contracting Officer shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for the convenience of the Hospital, be the same as if the notice for termination had been issued pursuant to such clause. If in the foregoing circumstances, this contract does not contain a clause providing for termination for the convenience of the Hospital, the contract shall be equitably adjusted to compensate for such termination and the contract modified; accordingly, failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Hospital provided in this clause are in addition to any other rights and remedies provided by the law of under this contract.

#### **6. DISPUTES**

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chair of the GHHFC. The decision of the Chair or his or her duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limited

judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: **Provided, however,** That any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

## 7. PAYMENTS TO CONTRACTOR

(a) The Hospital will pay the Contractor the price as hereinafter provided.

(b) The Hospital will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on a percentage completion basis, less retainage. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis of determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize any material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that it has acquired title to such material and that it will be utilized on the work covered by this Contract.

(c) In making any progress payments hereunder, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, he or she may but is not required to authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he or she considers the amount retained to be in excess of the amount adequate for the protection of the Hospital, at his or her sole discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, phase, public work, or other division of the contract, on which the

price is stated separately in the contract, payment may be made therefore without retention of a percentage at the sole discretion of the Contracting Officer.

(d) All material and work or work product covered by progress payments made shall thereupon become the sole property of the owner of the premises, expressly subject to any interest therein of the federal or local government or any instrumentality thereof as a result of the use of federal funding or local funds in connection therewith, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or a waiving of the right of the Hospital to require fulfillment of all the terms of the Contract.

(e) Upon completion and acceptance of all work, the amount due to the Contractor under this contract shall be paid upon the presentation of a properly executed voucher or invoice and after the Contractor shall have furnished the Hospital with the required closeout documentation including without limitation a release, if required by the Hospital, of all claims against the Hospital or the Government arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 203, 41 U.S.C. § 15), a release may also be required of the assignee.

## 8. ASSIGNMENT OF CLAIMS

(a) If this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due to the Contractor from the Hospital under this contract may be assigned to a bank, trust company, or other financial institution, including any federal lending agency and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any monies due to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

## 9. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this Contract, all equipment, material, and articles incorporated into the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog

number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article or process which, in the judgment of the Contracting Officer is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval.

(b) All work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### 10. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in this Contract, inspection and testing by the Hospital of material and workmanship required by this Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspections or testing, such inspection or testing shall be conclusive as to whether the material involved conforms to the Contract requirements. Such off-site inspection or testing shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Hospital after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Hospital not to conform to the Contract requirements, unless in the public interest the Hospital consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Hospital (1) may, by contract or otherwise, replace such

material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with clause 5 of these General Provisions.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and testing as may be required by the Contracting Officer. All inspection and testing by the Hospital shall be performed in such manner as not unnecessarily to delay the work. Special, full size and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Hospital at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or non-conforming in any material respect, due to the fault of the Contractor or its subcontractors, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Hospital shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Hospital's rights under any warranty or guarantee.

#### 11. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for the Contractor.

#### 12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Hospital, be responsible for obtaining any and all necessary licenses and permits of any kind or nature whatsoever, and for complying with any applicable

federal or local laws, codes and regulations, in connection with the prosecution of the work hereunder. The Contractor shall not perform work before any necessary licenses and permits are in place. The Contractor shall be similarly responsible for all damages to persons or property that may occur as a result of its fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

### 13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to the Hospital. The Hospital assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations are expressly stated in the contract.

### 14. OTHER CONTRACTS

The Hospital may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Hospital employees or agents and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Hospital employees or agents.

### 15. INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Hospital (specifically including the GHHC) and the Government of the Virgin Islands generally, along with the officers, directors, agents and employees of any of the foregoing, against liability, including costs and expenses, arising out of the performance of this contract or out of the use or disposal by or for the account of the Hospital of supplies furnished or construction work performed hereunder.

### 16. ADDITIONAL BOND SECURITY

If any surety upon a bond furnished in connection with this contract becomes unacceptable to the Hospital, or if any such surety fails to furnish reports as to the Contractor's financial condition from time to time as

requested by the Hospital, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Hospital and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

### 17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting lawful payments to bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. Contractor further warrants that no payments have been made or are due which would violate any local or federal law with respect to kickbacks, lobbying, conflicts of interest or false claims. For breach or violation of this warranty, the Hospital shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### 18. OFFICIALS NOT TO BENEFIT

No member of the Legislature or members of Congress shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

### 19. UTILIZATION OF APPRENTICES OR TRAINEES & SMALL BUSINESS CONCERNS

(a) It is the policy of the Hospital as declared by the Legislature and Congress that a fair portion of the purchases and contracts for suppliers and services for the Hospital be placed with small business concerns, minority business enterprises, and women's business enterprises.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to duly licensed small business, minority business, and women's business enterprise concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

(c) To the extent applicable to this Contract, Contractor shall hire, in addition to any other employee he may retain, apprentices or trainees or both for the performance of the work hereunder, the total number of which shall be determined by the Director of the Division of Apprenticeship and Training upon the basis of one (1) Apprentice (or Trainee) for the first journeyman steadily employed, and one (1) additional Apprentice (or Trainee) for every two (2) additional Journeymen steadily employed.

(d) To the extent applicable, within ten days of the execution of this Agreement the Contractor shall submit

to the Division of Apprenticeship and Training, and to the Contracting Officer, a list of the occupations for which Journeymen will be required in the performance of this contract.

(e) To the extent applicable, veterans of the U.S. Armed Forces shall be given priority with respect to the hiring of Apprentices and Trainees.

(f) Failure of the Contractor to comply with the aforesaid provisions of this section shall be a material breach thereof.

## 20. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt any part of all of the work for such period of time as the Contracting Officer may determine to be appropriate for the convenience of the Hospital, for any reason.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment may be made, in the sole discretion of the Hospital, for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order) and (2) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract.

## 21. WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of its subcontractors and suppliers at any level. Such warranty

shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of which the Hospital takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Hospital takes possession. Under this warranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at its own expense any damage to the Hospital or to Government owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also warrant to restore any work repaired or replaced hereunder, running for a period of one year from the date of repair or replacement.

(b) The Hospital shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof, the Hospital shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage, at the Contractor's expense.

(d) In addition to the rights and remedies provided by this clause, all subcontractor, manufacturer, and supplier warranties expressed or implied, respecting any work and materials shall, at the direction of the Hospital, be enforced by the Contractor for the benefit of the Hospital. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the Hospital or the Government to enforce a subcontractor, manufacturer, or supplier warranty shall be at the expense of same. The Contractor shall obtain any warranties which any subcontractor, manufacturer, or supplier would give in normal commercial practice.

(e) If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed to the Hospital or the Government, as their interests may appear.

(f) Notwithstanding any other provisions of this clause, unless such a defect is caused by the negligence of the Contractor or its subcontractor(s) or supplier(s) at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Hospital nor for the repair of any damage which results from any such defect in Hospital-furnished material(s) or design(s).

(g) The warranty specified herein shall not limit the Hospital's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistake, or fraud.

**Addendum III  
(Termination)**

**TERMINATION OF CONTRACTS**

**CONVENIENCE OF THE HOSPITAL**

- (a) The performance of work under this contract may be terminated by the Hospital in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Hospital. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall, to the extent the same may be applicable:
  - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (iii) terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination;
  - (iv) assign to the Hospital, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Hospital shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (vi) transfer title and deliver to the Hospital in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, documents, information, and other property which, if the contract had been

completed, would have been required to be furnished to the Hospital.

- (vii) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, and property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Contracting Officer and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Hospital to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract of paid in such other manner as the Contracting Officer may direct;
  - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the federal or local Government or the Hospital has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he or she may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him or her, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined, subject to the approval of the Chief Financial Officer of the Hospital.
- (d) Subject to the provisions of paragraph (c) the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be

agreed to be paid to the Contractor pursuant to this paragraph (d).

- (e) In the event of a failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by him or her as follows, but without duplication of amounts agreed upon in accordance with paragraph (d):
- (i) for completed supplies, materials and equipment or services accepted by the Hospital (or sold or acquired as provided in paragraph (b)(vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
  - (ii) the total of --
    - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e)(i) hereof;
    - (B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (A) above; and
    - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of any subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with protection or disposition of property allocable to this contract.



## Addendum IV (Compensation)

The Hospital, in consideration of the satisfactory performance of the services described in the Contract, agrees to make progress payments based on the percentage completion upon submission of monthly invoices by the Contractor [**Insert Contractor's Name or Company Name**] in accordance with Section 3 of the Contract and Clause 7 (Payments to Contractor) of the General Provisions set forth in **Addendum II**.

The parties agree that the sum to be paid under this Contract shall not exceed the amount of [**AMOUNT IN WORDS**] Dollars (\$[**AMOUNT IN NUMBERS**]). The parties further agree that payments will be made on the basis of actual quantities with respect to the work actually performed.

Progress payments are subject to the inspection and acceptance of the work by the Hospital and the submission of a partial Release of Claims. The Contractor shall also submit a partial a Waiver of Liens and Affidavits of subcontractors who have fully or partially (as the case may be) released the Contractor of its obligations.

The final payment is subject to the inspection and acceptance of the project by the Hospital, the submission of all pertinent warranties, and the Release of Claims. The Contractor shall also submit a Waiver of Liens or Affidavits of subcontractors who have released the Contractor of its obligations. The Contractor shall further submit Consent of Surety before final payment and, upon the Hospital's request, any other documentation the Hospital deems necessary as an assurance of the Contractor's compliance with the Contract terms.

### Example of Payment Process Using Disaster Recovery Funds (FMEA and CDBG):

1. Contractor Prepares Pay App
  - a. Schedule of values less 10% retainage
  - b. Example: Pay App total = \$100.00
  - c. 10% retainage = (\$10.00)
  - d. Total Payment due vendor = \$90.00
  - e. Contractor Submit Payment of =\$90.00
2. Hospital Processes Payment of \$90.00 and submits to VITEMA
3. VITEMA approves the payment amount of \$90.00. Pursuant to the 90/10 (FEMA/Local GVI Match)
  - a. Payment is further split as follows:
    - i. 90% Federal Funds =\$81.00
    - ii. 10% Local Match (CDBG Funds) = \$9.00 (payment will be made once the project is 50% completed)
4. VITEMA submits to the Department of Finance (DOF) for issuance of payment in the amount of = \$81.00
5. DOF issues check to the Hospital in the amount of \$81.00
6. Hospital issues check directly to the Vendor for = \$76.95 (95% of the \$81.00)
7. Hospital issues check to BIR on behalf of the Vendor for =\$4.05 (5% GRT)

## Addendum V (FEMA Rider)

### STAFFORD ACT PUBLIC ASSISTANCE GRANT COMPLIANCE

This Contract may be funded, in whole or in part, under a Public Assistance grant made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 ("Stafford Act"). To the extent the same may be applicable to the performance of the Contractor's obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract:

#### **Equal Employment Opportunity**

In compliance with the provisions of 41 C.F.R. Part 60-1.4(b), to the extent the same may apply hereto, during the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Hospital further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Government which does not participate in work on or under the Contract.

The Hospital agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Hospital further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Hospital agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Compliance with the Contract Work Hours and Safety Standards Act**

(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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 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 paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the relevant grant recipient hereunder 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 contractor, 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 paragraph (b)(2) of this section.

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

#### **Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Suspension and Debarment**

(1) This Contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Hospital. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Hospital, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C throughout the period of this Contract, and further agrees to include a provision requiring such compliance in any of its lower-tier covered transactions.

#### **Byrd Anti-Lobbying Amendment**

CONTRACT NUMBER: TB-[JFLH OR SRMC]-[CURRENT FISCAL YEAR]-[NUMBER]

Under the provisions of 31 U.S.C. § 1352 (as amended), contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. By executing this Contract, the Contractor hereby specifically adopts and endorses the following certification:

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING** Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction

CONTRACTOR INITIALS: \_\_\_\_\_

was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By execution of this Contract, the Contractor expressly certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Procurement of Recovered Materials**

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (A) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (B) Meeting Contract performance requirements; or
- (C) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Access to Records**

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the Government and any relevant recipient agency, the Hospital, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to

construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Hospital and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **U.S. Department of Homeland Security (DHS) Seal, Logo and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by Federal Government**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

## Addendum VI (HUD Rider)

### COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) COMPLIANCE

This Contract may be funded, in whole or in part, from a grant by the United States Department of Housing and Urban Development (“HUD”). To the extent the same may be applicable to the performance of the Contractor’s obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract. In addition, the Contractor and any subcontractor hereunder shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>.

#### Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### Statutory and Regulatory Compliance

Contractor and any subcontractors hereunder shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), Pub. Law 115-123, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

#### Breach of Contract Terms

The Hospital reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the Contractor or any of its subcontractors violate or breach any Contract term. If the Contractor or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### Reporting Requirements

The Contractor and any subcontractors hereunder shall complete and submit all reports, in

such form and according to such schedule, as may be required by the Hospital, and shall cooperate with all Hospital efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

#### Access to Records

The Government or a relevant agency or instrumentality thereof, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

#### Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be retained and made available for inspection for a period of at least three (3) years following the date of final payment and close-out of all pending matters related to this Contract.

#### Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms

The Contractor and any subcontractor hereunder will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

(A) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(B) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by

small and minority business and women's business enterprises;

(D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(E) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

#### **Rights to Inventions Made under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

#### **Energy Efficiency**

The Contractor and any subcontractor hereunder shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### **Title VI of The Civil Rights Act of 1964**

The Contractor and any subcontractor hereunder shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Section 109 of the Housing And Community Development Act of 1974**

The Contractor and any subcontractor hereunder shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under said title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### **Section 504 of the Rehabilitation Act of 1973**

The Contractor and any subcontractor hereunder shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations. The Contractor and any subcontractor hereunder agree that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

#### **Age Discrimination Act of 1975**

The Contractor and any subcontractor hereunder shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

#### **Debarment, Suspension, and Ineligibility**

The Contractor and any subcontractor hereunder represent and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

#### **Conflicts of Interest**

The Contractor and any subcontractor hereunder shall notify the Hospital as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor and any subcontractor hereunder shall explain the actual or potential conflict in writing in sufficient detail so that the Hospital is able to assess such actual or potential conflict. The Contractor and any subcontractor hereunder shall provide the Hospital any additional information necessary for the Hospital to fully assess and address such actual or potential conflict of interest. The Contractor and any subcontractor hereunder shall accept any reasonable conflict mitigation strategy employed by the Hospital, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

#### **Subcontracting**

All subcontracting, including the selection of any subcontractor, must be approved in advance in

writing by the Hospital pursuant to the Contract provisions. When subcontracting, the Contractor and any subcontractor hereunder, as and where applicable, shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (A) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (B) Requiring unnecessary experience and excessive bonding;
- (C) Noncompetitive pricing practices between firms or between affiliated companies;
- (D) Noncompetitive awards to consultants that are on retainer contracts;
- (E) Organizational conflicts of interest;
- (F) Specifying only a brand name product instead of allowing an or equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (G) Any arbitrary action in the procurement process.

The Contractor and any subcontractor hereunder represent to the Hospital that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### **Assignability**

Neither the Contractor nor any subcontractor shall assign any interest in this Contract or transfer any interest in the same (whether by assignment or novation) without prior written approval of the Hospital.

#### **Copeland “Anti-Kickback” Act (applicable to all construction or repair contracts)**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c).

The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

#### **Contract Work Hours and Safety Standards Act (applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)**

The Contractor and any subcontractor hereunder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by the Contractors or any subcontractor shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and any subcontractors shall comply with all regulations issued pursuant to the said Act and with other applicable Federal laws and regulations pertaining to labor standards.

#### **Davis-Bacon Act (applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)**

The Contractor and any subcontractor hereunder shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by the Contractors or any subcontractor, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

#### **Termination for Cause or Convenience**

The provisions set forth in the body of the Contract and any termination addendum shall govern termination of this Contract, in whole or in part, for cause or convenience.

#### **Section 503 of the Rehabilitation Act of 1973 (applicable to contracts exceeding \$10,000)**

The Contractor and any subcontractor hereunder shall comply with section 503 of the



Rehabilitation Act of 1973 (29 U.S.C. § 793) as amended, and any applicable regulations.

**Equal Opportunity for Workers with Disabilities**

(A) Neither the Contractor nor any subcontractor hereunder will discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor and any subcontractor agree to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor or any subcontractor;
- (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) Activities sponsored by the contractor including social or recreational programs; and
- (9) Any other term, condition, or privilege of employment.

(B) The Contractor and any subcontractor hereunder agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's or any subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor and any subcontractor hereunder agree to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the obligation of the Contractor and any subcontractor hereunder under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor and any subcontractor hereunder must ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor and any subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

(E) The Contractor and any subcontractor hereunder will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor or any subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(F) The Contractor and any subcontractor hereunder will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor and any subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Executive Order 11246 (applicable to construction contracts and subcontracts exceeding \$10,000)**

The Contractor and any subcontractor hereunder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

During the performance of this Contract, the Contractor and any subcontractor hereunder agree as follows:

(A) The Contractor and any subcontractor hereunder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor and any subcontractor hereunder shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(B) The Contractor and any subcontractor hereunder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor and any subcontractor hereunder shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Contractor and any subcontractor hereunder will, for all employees placed by or on behalf of the Contractor or any subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(D) The Contractor and any subcontractor hereunder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's or subcontractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor and any subcontractor hereunder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The Contractor and any subcontractor hereunder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's or any subcontractor's non-compliance with the non-discrimination clause of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor and/or subcontractor, as applicable, may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Contractor and any subcontractor hereunder shall incorporate the provisions of (A) through (G) above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on the Contractor and any subcontractor. The Contractor and any subcontractor hereunder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor and/or subcontractor, as applicable, may request the United States to enter into such litigation to protect the interests of the United States.

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

The Contractor and any subcontractor hereunder certify that they do not maintain or provide for its establishments and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained, and certify further that they will not maintain or provide for employees any segregated facilities at any of their establishments, and it will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The Contractor and any subcontractor hereunder agree that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**Certification of Compliance with Clean Air and Water Acts (applicable to contracts exceeding \$100,000)**

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Hospital, the following:

(A) A stipulation by the Contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

(B) Agreement by the Contractor and any subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as any other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(C) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under

consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

(D) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**Lobbying (applicable to contracts exceeding \$100,000)**

By executing this Contract or any subcontract hereunder, the Contractor and any subcontractor certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Section 3 of the Housing and Urban Development Act of 1968 (as required by applicable thresholds)**

(A) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The Parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The Contractor and any subcontractor hereunder agree to send to each labor organization or representative of workers with which the Contractor or any subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to

compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

(E) The Contractor and any subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor or subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor and any subcontractor's obligations under 24 C.F.R. part 135.

(F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(G) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date