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REQUEST FOR PROPOSAL RFP 001-2026-DR-STT

Haypiece Hill Facility Demolition and Rebuild

Issue Date:

January 26, 2026

Submittal Deadline:

February 28, 2026
(updated to March 11, 2026)

Contact person:

Isabelle Teare
rfp001DR-2026@wtjx.org

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1. WTJX BROADCASTING FACILITY CONSTRUCTION DOCUMENTS
2. WTJX BROADCASTING FACILITY PROJECT MANUAL
3. WTJX BROADCASTING FACILITY BID SCHEDULE & COST PROPOSAL

ATTACHMENTS

- A. ATTACHMENT A - RFP COVER LETTER***
- B. ATTACHMENT B - NON-COLLUSIVE AFFIDAVIT***
- C. ATTACHMENT C - DEBARMENT CERTIFICATION FORM***
- D. ATTCHMENT D - CONTRACT DOCUMENT CHECKLIST***
- E. ATTACHMENT E - RESPONDENT'S QUALIFICATION STATEMENT***
- F. ATTACHMENT F - SUBCONTRACTOR'S STATEMENT FORM***
- G. CONTRACTOR HAYPIECE HILL FACILITY PRECONSTRUCTION SERVICES FEE***
- H. CONTRACTOR HAYPIECE HILL FACILITY CONCEPTUAL DESIGN COST PLAN ESTIMATE***
- I. APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.***
- J. HUD GENERAL PROVISIONS ("HUD RIDER")***
- K. CONFLICT/NON-CONFLICT OF INTEREST STATEMENT***
- L. ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS***
- M. SAMPLE SURETY LETTER***
- N. AGREEMENT (to be issued later as an addendum to the RFP)***

I. INTRODUCTION

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (“U.S. Virgin Islands” or “Territory”). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to roads and public facilities. The entire population — over 100,000 residents — were impacted by the devastation brought on by Hurricanes Irma and Maria, with winds of over 185 miles per hour and up to 20 inches of rain in some areas.

As a result, the U.S. Virgin Islands is the recipient of Public Assistance and Hazard Mitigation grant funding from FEMA, Community Development Block Grant Recovery funding from HUD, Federal Highway Emergency Relief funding, American Rescue Plan Act (ARPA) and Covid-19 Cares Act funding to assist in disaster recovery efforts.

Federal funds will be utilized to pay for services rendered pursuant to this solicitation.

The Virgin Islands Public Broadcasting System also referred to as “WTJX” is soliciting proposals from qualified and licensed firms (“Respondents”) to support WTJX by providing Construction Manager At-Risk (“CMAR”) services for a recovery project in the U.S. Virgin Islands. The full scope of services is included in Section IX.

Respondents interested in providing services contemplated under this solicitation must respond to all components of the Request for Proposal (RFP). WTJX will evaluate each response pursuant to the evaluation criteria set forth in this RFP. While experience in the USVI is encouraged, it is not required, and selection will be based on qualifications, experience, and approach. Local partnership is not mandatory.

II. TYPE OF AGREEMENT

The resulting Agreement must comply with the federal grant regulations at 2 C.F.R. Part 200. The Accepted Agreement Amount will cover the Pre-Construction Phase Services only as indicated on the price proposal form contained in Attachment G and H to the RFP. It is anticipated that a guaranteed maximum price (“GMP”) contract for construction will be executed as an Amendment to the Agreement. WTJX reserves the right to modify or terminate the Agreement if the successful firm fails to perform in a manner consistent with the terms of the Agreement. In addition, WTJX reserves the right to modify or terminate the Agreement if funding becomes unavailable.

Federal regulations require that time and material type contracts must be subject to a not-to-exceed amount that the contractor exceeds at its own risk. Any change to the Scope of Services included in the executed Agreement must be approved by WTJX, in writing.

In accordance with 2 C.F.R. § 200.324(d), cost plus a percentage of cost and percentage of construction cost methods of contracting shall be avoided. The Agreement must include applicable contract provisions, including those required by 2 C.F.R. § 200.327 and any other pertinent Federal programs.

III. INSTRUCTION TO RESPONDENTS

A. NOTICE

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

WTJX reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to WTJX, with price and other factors considered.

Request for Information: The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Requests for additional information clarifying the Scope of Work should be directed in writing via email to rfp001DR-2026@wtjx.org.

Notice of Intent to Submit a Proposal: Contractors intending on submitting a response to this RFP are requested to confirm their intent via email to rfp001DR-2026@wtjx.org by **February 27, 2026**

B. SUBMISSION OF PROPOSAL

All responses to this RFP are to be submitted by **February 27, 2026, by 5:00 pm AST**. Submissions may be mailed to H.Smock at the forthcoming mailing address and must be packaged as set forth below in section IV. Submissions may also be hand delivered to SmockLaw, PC at 11A Norre Gade, Kongens Quarter, Charlotte Amalie, St. Thomas, VI 00804.

Mailing Address:

Attn: H. Smock
SmockLaw, PC
PO Box 1498
St Thomas, VI
00804

Proposals may contain trade secrets and/or privileged or confidential commercial (processes and techniques) that the Respondent (or his subcontractor) does not want to be used or disclosed for any purpose other than evaluation of the proposal. WTJX assumes no liability for the disclosure or use of unmarked data and may use or disclose such data for any purpose. WTJX shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Virgin Islands Public Records Act (3 V.I.C. § 881) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection, but only after contract award. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections of any confidential information must be claimed by the Respondent at the time of submission of its Proposal. Respondents should refer to the Virgin Islands Public Records Act for further clarification. The Respondent must clearly designate the part of the

proposal that contains a trade secret and/or privileged or confidential proprietary information as “Confidential” in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the WTJX shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the WTJX’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from WTJX. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.” Once it is determined that information is confidential or if a restraining order is issued, only the redacted copy is to be made available for public inspection.

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, WTJX will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the WTJX harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the WTJX to disclose the information. If the owner of the asserted data refuses to indemnify and hold the WTJX harmless, it may disclose the information.

WTJX will mark all received email proposal packages with the date and time of receipt. Email proposals received after the official deadline will be considered LATE and will NOT be opened nor considered.

WTJX recommends that you retain a copy of your submittal for your records.

C. 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 30 days after said closing time for acceptance of proposals, nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of WTJX after having been notified that WTJX has accepted the proposal.

D. INTERPRETATION OF SPECIFICATIONS

From the issue date of this RFP until a determination is made regarding the selection of a Respondent, refer all contacts concerning this RFP to rfp001DR-2026@wtjx.org. Any violation of this condition is cause for the WTJX to reject a Respondent’s package. WTJX will NOT be responsible for any oral information given by any representative of WTJX, including employees staff, advisors, contractors, or consultants, except for communications expressly permitted by this RFP.

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 WTJX is the only official method by which interpretation, clarification or additional information can be given. If WTJX amends this RFP, they will email the addenda to all potential Respondents.

WTJX will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda or did not request the RFP directly from WTJX. It is the responsibility of the potential Respondents to update all contact information and contact WTJX 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.

E. ADDENDA

WTJX reserves the right to revise, modify, or change the RFP and procurement process at any time before the Proposal due date or, if Proposal revisions are requested, prior to the due date for Proposal revisions. Any such revisions will be implemented through issuance of Addenda to the RFP.

F. ERRORS

If any mistake, discrepancy, deficiency, ambiguity, error, or omission is identified in any of the documents by a Respondent at any time during the procurement process, the Respondent shall notify WTJX and is encouraged to suggest a recommended correction in writing in accordance with Section H of this RFP.

G. REFERENCE INFORMATION DOCUMENTS

Additional information that may prove helpful to Respondents may be made available from time to time as Reference Information Documents (“RIDs”), which will be provided for informational purposes only.

H. QUESTIONS AND RESPONSES REGARDING THE RFP

The Respondent shall review the RFP and any Addenda issued by WTJX prior to the proposal due date. If the Respondent identifies any real or perceived mistake, discrepancy, deficiency, ambiguity, error, or omission contained therein, or has any questions regarding the contents of this RFP, the Respondent shall request written clarification or submit its question via email to rfp001DR-2026@wtjx.org.

WTJX may elect, at its discretion, to respond to questions or requests for clarification through written responses issued via addenda to this RFP in accordance with the Timetable described herein. WTJX’s written responses to questions or requests for clarification will be for informational purposes only and will not become part of the CMAR Agreement, except to the extent that WTJX, in its discretion, may incorporate the substance of a response into the RFP, as appropriate.

WTJX will only consider questions or requests for clarification submitted via email to WTJX’s Authorized Representative in accordance with the requirements described herein. Questions or requests for clarifications submitted after the date listed in the Timetable herein will not be addressed unless WTJX, in its sole discretion, elects to issue a response. All communication between WTJX and Respondents shall be in writing utilizing the Authorized Representative’s e-mail listed herein.

WTJX will endeavor to correct any errors or discrepancies via an Addendum.

I. TABLE

The following Schedule of Events will include relevant dates upon issuance of this RFP.

<i>Activity</i>	<i>Anticipated Date (Time-AST)</i>
Issue RFP	January 26, 2026, 8:00 am (AST)
Virtual Pre-proposal Meeting (Not Mandatory)	February 9, 2026, 10:00 am (AST)
Site Visit (Not Mandatory)	February 9, 2026
Notification of Intent to Submit a Proposal	February 13, 2026
Final Requests for Information (RFIs) Due	February 16, 2026
Final Responses to RFIs <i>WTJX to provide rolling responses to RFIs up to the final response date.</i>	February 20, 2026
Proposal Due Date	February 27, 2026, 5:00 pm (AST)
Anticipated Award Date	April 2026

Please note that the RFP timeline includes target dates and may change. WTJX reserves the right, at its sole discretion, to adjust this Procurement Schedule as it deems necessary. If necessary, WTJX will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. If this RFP is amended, WTJX will email the addenda to all potential Respondents. WTJX will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda.

Participants may join the Virtual Pre-proposal Meeting via Microsoft Teams by clicking below or entering the Meeting ID and Passcode at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

Join the meeting now

Meeting ID: 232 968 446 884

Passcode: JJ6JY2Ed

It is highly recommended that the prospective Respondent thoroughly review the requirements of the RFP before the Pre-proposal Meeting and site visit.

IV. SUBMITTALS

Once submitted, proposals cannot be modified; however, prior to the Proposal due date and time specified herein, clearly marked revised versions of the Proposal may be submitted. Revised versions, if required, shall be clearly identifiable as submissions, and Respondent should confirm the appropriate version to use. WTJX will not accept any unsolicited addenda, revisions, or alterations to any Proposal after the Proposal Due Date.

Proposals should include the information and be formatted in accordance with the following requirements. Failure to strictly comply with any requirement as outlined below may preclude evaluation of a Respondent's proposal.

A. PROPOSAL FORMAT

Respondents must submit **3 copies** in 8 ½" x 11" format, using 11 point or larger font size in narrative (graphics, tables, figures, captions can use a smaller point size provided material is readable), single spaced, with a front and back cover. Proposals must be tabbed appropriately, with a table of contents and consecutive page numbers, and include all required forms and any additional documentation (as appropriate).

B. COVER LETTER

The Respondent shall submit a cover letter that is signed and dated by an individual authorized to bind Respondent in any contract with WTJX. The cover letter should include acknowledgement of receipt of all addenda, if applicable.

C. TITLE PAGE

The title page should include the proposal title, the RFP No., name, address, tax ID number, and phone number of the Respondent and its principal contact.

D. EXECUTIVE SUMMARY

The 1–2page summary should encapsulate the plan of action or approach to meet the requirements of this RFP, deliverables, if appropriate, and a summary of the cost information.

E. BACKGROUND AND EXPERIENCE

Under this section, Respondent should provide:

- A brief history of the Respondent, including a description of the company's experience in the last five years, and any relevant licenses.
- Respondent's organizational chart, including the names, background, education, and experience of all pertinent leadership.
- A list of all active projects being handled by the Respondent, including a description, size, construction value, percentage complete, construction start date, and construction completion date. Active projects should be broken down into one of the following categories: (1) Production & Broadcasting Facilities; (2) Government Projects; and (3) Projects in the Caribbean or other remote locations.
- A list of awards or recognitions received by the Respondent in the last ten years.
- Statement regarding whether Respondent is currently or has been involved in any litigation and reasons for said involvement, and current status of litigation.

- Any other information that may be pertinent to consideration of the proposal. Please do not provide general marketing material or brochures, only relevant information for proposal evaluation.

F. QUALIFICATIONS & EXPERIENCE

Under this section, Respondent should provide:

- Construction and permitting experience within similar or applicable permitting agencies and other Caribbean or unique permitting agencies.
- Experience with FEMA or other federally funded projects.
- A list of completed projects and experience with production and broadcasting facilities, governmental projects of similar size and scale including a description, size, construction value, percentage complete, construction start date and construction completion date.
- In two pages maximum, five (5) comparable projects. Please provide a project description, location, size, construction value, total project value, construction start date, construction completion date, design team (architect and engineers), key personnel and key subcontractors.
- Project organizational chart, including the identification of key decision makers and proposed subcontractors.
- Resumes of key personnel that would be used on this project, including Major Participants, ie., Lead Contractor, Key Personnel Firms, and any entities required for the team to meet the Project requirements. Respondent should describe a participant's project role and description, relevant experience, years with the company, and copies of licenses, as applicable.
- Key strategies and approaches to highlight your ability to meet deadlines and work within budget constraints.
- Experience working with a diverse set of subcontractors and suppliers.
- Minimum of 5 references to include a working telephone number and email to contact the reference.

G. PROJECT APPROACH

Respondents must provide under this section:

- The activities and amount of time required to mobilize for preconstruction and construction services.
- The breakdown and activities associated with contractor general conditions.
- An explanation of how the company approaches communication and reporting strategies with key stakeholders and how you intend to respond expeditiously to urgent project matters.
- Proposed approach to constructability analysis and cost management, i.e., value management and budget alignment, throughout life of the project.
- Overview of your quality control and quality assurance processes.
- If a decision is made for teaming or collaboration with a USVI firm or person, provide information on the rationale and value proposition to the WTJX.
- List of any proposed "self-perform" work.

- Proposed project schedule indicating start date, GMP execution dates, key milestones, substantial completion date, and final completion date. Include activities and amount of time required to mobilize for preconstruction and construction services.
- In support of the project schedule, proposed percentages for resource allocation and strategy to deliver the project to meet the schedule. Identify risk items.

H. COST PROPOSAL

To evaluate the Respondent's cost proposal, Respondents are requested to provide the following:

- **Pre-Construction Phase Services – Haypiece Hill Facility Demolition and Rebuild**
 1. Contractor's Pre-construction Phase Services Fee – refer to Attachment G
 2. Contractor's Deployment Plan for the delivery of the Preconstruction Services – refer to Attachment G (Excel)

Note – the Contractor's Deployment Plan shall map its intended deployment of resources to deliver the Pre-Construction Phase Deliverables within the required Time for Completion. This document shall supplement and support the completion of the fee summary.

- **Detailed Project Construction Cost Proposal - Haypiece Hill Facility Demolition and Rebuild**
 1. Priced detailed breakdown for the project, including and identifying assumptions, clarifications, and allowances.
 2. Price should encompass:
 - a) Fixed percentage for General Conditions costs
 - b) Construction Manager Fee, by percentage
 - c) Surety Letter (amount to be no less than cost proposal)
 - d) Reimbursable expenses (provide and specify)
 - e) Any additional costs (provide and specify)
 3. The price breakdown should include all construction work as shown in the design drawings. Any observed or perceived missing information shall be addressed via RFI or noted as an assumed feature, assumed code requirement, or other assumption with the cost as part of the proposal
 4. Breakdown of anticipated GMP to meet project schedule, budget and subcontractor involvement.
 5. Proposed cost saving measures and innovative solutions to reduce overall costs or improve the construction schedule.
 6. Proposed optimization of capital funding that incorporates equipment life cycle cost, standardization, and energy efficiency.

Note – it is assumed that the project will go through a value engineering process to maximize WTJX's budget and therefore the Construction Cost Proposal submitted will not be contractually binding. However, WTJX will retain the right to request a GMP agreement for the project be entered into as currently designed based on the Construction Cost Proposal submitted should it fall within the available budget for the project. It will also be utilized as a benchmark price for the Pre-construction Phase Services and the subsequent development of the anticipated GMP value

engineering decisions to be agreed and awarded as Agreement Addenda. The Construction Manager Fee, by percentage will be agreed prior to the award of the Agreement based on the proposal received and will be inserted in the Agreement.

I. APPENDIX – OTHER RELEVANT AND SUPPORTING DOCUMENTATION

The Appendix must include the following:

- RFP Cover Letter
- Non-Collusion Affidavit
- Debarment Certification Form
- Contract Document Checklist (inclusive of Corporate Documents)
- Respondent’s Qualification Statement
- Subcontractor’s Statement Form
- Conflict/Non-Conflict of Interest Statement
- Anti-lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Surety Letter

V. EVALUATION PROCESS

Proposals received in accordance with the requirements of this RFP will be evaluated against the Evaluation Criteria listed below by a Selection Committee appointed by WTJX. WTJX will develop an Evaluation Matrix to rank Respondents.

WTJX reserves the right to create a shortlist of the highest-ranked Respondents. WTJX may request additional information or schedule interviews if it determines doing so is in its best interest.

A. REVIEW AND EVALUATION OF PROPOSALS

Evaluation of a proposal will be conducted in accordance with the following criteria. The weight of the scoring is based on a 100% scale.

Evaluation Criteria	Weight
Firm Qualifications 1. History and organizational structure 2. Capability relative to the requirements of this RFP	30%
Project Approach 1. Contractor’s general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.	25%
Industry Reputation (Background and Experience) 1. Quality of References.	20%
Cost Effectiveness 1. Rate and Pricing Schedule.	25%

Total	100 %
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B. INTERVIEWS

As part of the evaluation and scoring process, the Respondent may be required to attend an interview with WTJX. The interview will not be more than 90 minutes and will consist of a 30-minute presentation from the Respondent followed by a 30-minute question and answer period. All Respondents will be asked the same questions. Questions will either be posed to specific personnel or to the team as a whole.

The Respondent may bring to its interview any material it believes may assist WTJX in the evaluation process. The Respondent shall attend the interview with all key personnel. The Respondent may bring other individuals so long as the total number of attendees does not exceed 10 individuals.

The Respondent will be evaluated on the quality of the information presented in the interview, including the extent to which:

- The Respondent communicated Project understanding in a clear and concise manner that was easy to understand.
- The Respondent demonstrated technical expertise, ability to anticipate technical issues, and required levels of expertise for each Project phase; and
- The Respondent demonstrated recognition of key points and ideas, including the CMAR's role in Project advancement at each Project phase, likely issues, and Project stressors at each Project phase, understanding of the GMP process and pricing transparency, and ideas and ability necessary to effectively collaborate with WTJX and other stakeholders to achieve Project goals.

C. ACCEPTANCE OF PROPOSALS

The Selection Committee shall recommend to the CEO of WTJX the proposal(s) that offers WTJX the best value, with price and other factors considered. The CEO and Executive Board will determine whether it is appropriate to award a contract to the successful Respondent.

If deemed in the best interest of WTJX, the CEO will notify the successful Respondent in writing. Failure to provide required supplementary documentation may be grounds for disqualification.

Should WTJX be unable to negotiate a satisfactory award with the successful Respondent, WTJX reserves the right to break off negotiations and engage with the second-highest scoring Respondent to negotiate an award, if said Respondent meets qualifications requirements listed above.

D. USE OF SUBCONTRACTORS

WTJX may have a single or multiple Prime Contractor(s) as the result of any contract negotiation, and that Prime Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter subcontractor arrangements, however, they shall

acknowledge in its proposal, total responsibility for the entire Agreement.

If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required for the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and WTJX.

Unless provided for in the contract with WTJX, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of WTJX. The Prime Contractor shall be responsible for fulfillment of all terms of the contract, timing, and payments to subcontractors regardless of funding provided by WTJX. **The prime Contractor must include a Subcontractor Statement in its proposal, which affirms the following: “I have read and understand the RFP, and final version of the proposal submitted by (Respondent).”**

VI. NOT USED

VII. GENERAL REQUIREMENTS

A. CONFLICTS OF INTEREST

This RFP is subject to WTJX’s policy governing conflicts of interest in procurement and contract administration. Respondents hereby certify that no officer, agent, or employee of WTJX has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of WTJX; 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.

Respondents responding to this RFP are required to disclose all known or potential Conflicts of Interest in their proposals. Conflicts of Interest with WTJX or among the Respondents will not be permitted by any member of a Respondent team unless expressly authorized by WTJX.

Respondents must disclose all known or potential Conflicts of Interest on the form provided. Conflicts of Interest with WTJX or among the Respondents will not be permitted by any member of a Respondent team unless expressly authorized by WTJX.

B. RULES OF CONTACT

Respondents shall not direct any queries or statements concerning their proposal to WTJX during the selection process, from the time of submission of a proposal until the execution of a contract.

Any Respondent who initiates any discussions with WTJX in any manner other than that described in this RFP is subject to disqualification. No oral interpretation of this RFP shall be considered binding.

C. INELIGIBLE INDIVIDUALS AND FIRMS

Respondent and its subcontractors must not be debarred, suspended, or otherwise excluded from federal contracting and should be in good standing on sam.gov. Respondents must be registered on sam.gov and submit their UEI number with their proposal.

Respondents must also submit a Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included as a part of this RFP.

D. RESTRICTED FIRMS

The following firms are not allowed to participate on any Respondent Team due to a conflict of interest:

1. Witt O'Brien's (WOB)
2. Springline Architects Inc

E. NO CONTINGENT FEES

No individual or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the CMAR Agreement, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, WTJX may reject the proposal, annul the CMAR Agreement without liability, or, at its discretion, deduct from the CMAR Agreement payments or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefits.

F. INSURANCE, LICENSING, AND PERMITS

WTJX will require successful Respondent to provide and maintain insurance specified in the CMAR Agreement.

Successful Respondent must obtain all licenses and permits and take all necessary steps to conduct business in the U.S. Virgin Islands and perform the Work required under the CMAR Agreement, including proposing and carrying out contracts consistent with the laws of the U.S. Virgin Islands. If not incorporated in the U.S. Virgin Islands, Respondent shall register with the Office of the Lieutenant Governor, Corporate and Trademark Division to do business in the U.S. Virgin Islands no later than the Proposal Due Date.

All professionals identified in the Proposal who are required to be licensed for the Project shall be licensed in the U.S. Virgin Islands on or before the contract execution date.

The Respondent(s) must have a valid Unique Entity Identifier (UEI) number and be registered with the System for Award Management (SAM). A contract will not be executed with any firm or individual doing business in the U.S. Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid U.S. Virgin Islands business license with the Department of Licensing and Consumer Affairs or applicable U.S. Virgin Islands entity; corporate entities must be registered to do business with Corporate and Trademark Division of Office of the Lieutenant Governor; and employers must be registered with the Department of Labor with respect to unemployment insurance and workers compensation. Bidders should submit a hard copy of a valid U.S. Virgin Islands business license within 10 business days after award but must submit said U.S. Virgin Islands business license before a contract will be executed. The failure to timely provide a U.S. Virgin Islands business license is grounds for WTJX to contract with the next successful Respondent. All Bidders bidding as Joint Ventures must be or become licensed as a Joint Venture in the U.S. Virgin Islands before contract execution.

G. CONFIDENTIALITY

All Proposals will be deemed, once submitted, to be the property of WTJX. WTJX will not disclose any portion of any Proposal prior to award to anyone outside WTJX, other than representatives of the federal government, if required, and the members of the awards committee or their designees. Upon the execution of the CMAR Agreement, WTJX will have the right to duplicate, use, or disclose all Proposal data, except proprietary data, submitted by Respondents in response to this solicitation as a matter of public record. Although WTJX recognizes each Respondent's possible interest in preserving selected data in a Proposal, WTJX will treat such information as provided by the Respondent pursuant to Section IIIB.

Information declared by the Respondent to be proprietary, either in whole or in part, other than described in this Section may be deemed unresponsive to the solicitation and may be rejected. Except as provided in this RFP, WTJX will have the right to use all ideas, or adaptations of those ideas, contained in any received response to the solicitation. Selection or rejection of the Proposal shall not affect this right.

H. PROTEST [NOT USED]

I. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, Respondent agrees to accept the standard terms and conditions of the WTJX standard Agreement. The Respondent who is selected will coordinate all activities through WTJX during the Project.

J. TAXES

The price proposed by Respondent(s) shall be the total consideration, inclusive of taxes, is applicable. The Respondent(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 Respondent(s) unless exempt by law. The Respondent(s) is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the System nor its employees or representatives shall be responsible or liable due to any inquiries or representations regarding the Respondent(s) /Contractor's tax liability. To the extent a Respondent(s) claims an exemption from any applicable Virgin Islands Tax or custom duty, Respondent(s) must, upon contract execution, present the documented evidence from IRB or other Virgin Islands Government Department establishing that the Respondent(s) is not responsible for taxes.

In accordance with Title 33, Section 44 of the Virgin Islands Code as amended, WTJX shall deduct and withhold gross receipt taxes (GRT) equal to 5% of each payment and transmit the GRT to the Virgin Islands Bureau of Internal Revenue on behalf of the vendor. For the purposes of this paragraph only, a "payment" is defined as (1) any single payment of at least \$30,000.00 and (2) any payment pursuant to a contract providing for a total expenditure of \$225,000.00 per annum or more.

K. RESERVED RIGHTS

WTJX reserves to itself all rights (which rights shall be exercisable by WTJX in its sole discretion) described herein and available to it by law, including, without limitation, with or without cause, and with or without notice, the right to:

- Modify, withdraw, or cancel this solicitation in whole or in part at any time prior to the execution

of the CMAR Agreement by WTJX, without incurring any costs, obligations, or liabilities.

- Issue a new RFP after withdrawal of this RFP.
- Accept or reject any and all submittals, responses, and Proposals received at any time.
- Modify the RFP process (with appropriate notice to Respondents).
- Issue addenda, supplements, and modifications to the RFP.
- Add or delete Respondent responsibilities from the information contained in the RFP.
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its Proposal, and require additional evidence of qualifications to perform the Work.
- Waive any informalities, irregularities, or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal.
- Terminate evaluation of any Proposal, submittal, response, or proposal at any time.
- Negotiate with a Respondent without being bound by any provision in its Proposal.
- Suspend, discontinue, or terminate negotiations with any Respondent at any time, or elect not to commence negotiations with any responding Respondent and engage in negotiations with other than the highest ranked Respondent, prior to the actual authorized execution of an agreement by all parties.

WTJX assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFP. All such costs shall be borne solely by the Respondent.

VIII. FEDERAL REQUIREMENTS

A. GENERAL OBLIGATIONS

To preserve the ability of WTJX to use federal funding for this project, the procurement process, the Agreement and all relative work shall comply with all applicable federal laws, regulations, executive orders and grant policy. In all cases if there is a conflict between USVI requirements and federal law that may affect the eligibility of the federal grants funding, Federal law supersedes.

B. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM [NOT USED]

C. SUBCONTRACTING

If the Contractor intends to subcontract any portion of the work under the awarded contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business

enterprises, and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, or similar organizations available in USVI.

D. EQUAL EMPLOYMENT OPPORTUNITY ACT

The Equal Employment Opportunity Act of 1978 applies to all State government projects with an estimated value exceeding \$250,000.

E. PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

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

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

F. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

G. PREVAILING WAGE REQUIREMENTS

It is understood and agreed to by the Respondent that the Prevailing Wage Schedule for compensation to employees for the work categories and occupations for the county for which the Project is located shall be strictly adhered to.

H. TITLE VI

WTJX, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the associated regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income-level, or Limited English Proficiency (LEP) in consideration for an award.

I. CONTRACT PROVISIONS

In addition to the terms listed herein, Respondents submitting a proposal in response to this RFP agree that the resulting contract must include applicable Federal contract provisions, including those required by 2 C.F.R. § 200.327 and any other pertinent Federal programs.

IX. SCOPE OF WORK

A. Project Description

The Haypiece Hill Facility Demolition and Rebuild project is a critical undertaking by the Virgin Islands Public Broadcasting System (VIPBS) to restore and enhance its public broadcasting infrastructure which consist of six (6) sites on the island of St. Thomas. The original WTJX facility at Haypiece Hill, located on Haypiece Hill, Parcels 158A and 158 Rem, in St. Thomas on the US Virgin Islands, served as a central hub for television and radio broadcasting across the Territory until it was damaged during Hurricane Irma and Maria in 2017.

The new building is three (3) levels. The first level includes a basement and cistern. The second level generally includes a lobby, a large 2-story studio with support rooms, and multi-purpose and multi-purpose conference rooms. The third level is typically offices. The building construction is cast-in-place concrete. The exterior walls are finished with a 2-coat direct applied synthetic stucco finish, and some exterior solid phenolic rain screen panels, with impact-resistant aluminum storefront and curtainwall protected by a motorized storm shutter system. The roofing system is a fluid-applied reinforced membrane, and other Work indicated in the Contract Documents.

All existing structures will be demolished as part of the construction scope and price.

X. Project Status

A. Status of Project Design:

The project design is 100% complete. However, feedback may require design changes or a reduction in the building area as a result of the pricing received and preconstruction reviews. Additional information is provided:

Appendix 1 - Construction drawings

Appendix 2 – Project Manual

B. Status of Project Site:

The Haypiece Hill site remains in post-disaster condition, damaged beyond repair. Remnants of the original structure and associated utilities are still present and must be demolished and removed. Some preliminary site data is available, although additional geotechnical investigations may be required during preconstruction.

XI. PRECONSTRUCTION SERVICES

A PROJECT EXPECTATIONS

- A.1 The Contractor shall actively participate as a member of the project Delivery Team during the Preconstruction Phase. The purpose is to provide the expertise necessary to ensure that the project budget and schedule are met. The Contractor will work collaboratively with the Project Delivery Team but will provide input through the WTJX's Project Manager unless otherwise authorized by the Owner.

The intent of this solicitation is to receive fixed pricing for demolition and new site and building construction as defined in the Construction Drawings and Project Manual and execute a preconstruction services agreement to engage with the successful contractor to identify the highest value scope modifications possible to maximize WTJX's budget and/or reduce cost if budget requires (Value Engineering). All preconstruction scope modifications will be based on the cost proposal submitted for the current design of the project. The costs in the proposal for any scope that remains unchanged as a result of the Value Engineering process, will be expected to be incorporated as submitted into the GMP agreement. To the extent, no changes in scope are identified and/or accepted by WTJX during the Value Engineering process, the cost proposal submitted will form the basis for the GMP agreement.

- A.2 During this preconstruction period, the Contractor's Project Manager or higher-level person will attend all design meetings and provide or oversee the services of the Contractor to ensure development of a high quality, functional, constructible, and cost-effective project.
1. Contractor's Project Manager will attend weekly coordination meetings to discuss design, permitting, schedule, construction planning, and other project coordination issues

B PRE-CONSTRUCTION SERVICE AND CONTRACTOR'S STANDARD OF CARE

- B.1 The Contractor shall furnish its reasonable skill and judgment and that of its consultants and Subcontractors as a contractor (and not as an architect or design professional) when performing all services pursuant to this Agreement, including (a) the review of the Design Documents as they are formulated and evolve to achieve constructability, discover and report errors, omissions and inconsistencies, and to discover value engineering opportunities; (b) the performance of value engineering services; (c) the provision of a reasonable Project Schedule (as defined in the General Conditions) and reasonable updates thereof for the Project as such Project is reflected and evolves in the Design Documents; and (d) the provision of reasonable Detailed Cost Estimates. The Design Document reviews shall entail, without limitation, reviews for the goal of achieving compliance with federal and state laws, local building codes, requirements of local building officials, the American Society for Testing Materials, manufacturers' recommendations, building standards and trade practices (collectively, "Good Building Practices"), as such Good Building Practices impact the types, qualities and quantities of components, items, systems, materials and methods of construction to be included in the Project in order to achieve a first-class project that operates with utility and efficiency. Contractor shall cooperate with (and cause its consultants and Subcontractors to cooperate with) the Architect and the other members of the Project Delivery Team (as hereinafter defined) in furthering the interests of WTJX. The Contractor shall provide sufficient organization,

personnel and management and input from its consultants and Subcontractors (which input is to be focused and substantial) to carry out the requirements of this Agreement in an expeditious, skilled, thorough and economical manner consistent with the interests of the WTJX.

C PROJECT DELIVERY TEAM

- C.1 WTJX's Project Delivery Team (as hereinafter defined) consists of WTJX's staff and representatives, the architectural and engineering team and specialty consultants. The Contractor, along with its Subcontractors, who shall be under the supervision of the Contractor, shall also be a part of the Project Delivery Team and shall report on a day-to-day basis to WTJX. WTJX shall oversee the activities of the Project Delivery Team (but such oversight shall not make WTJX responsible in any way for the performance of services provided by members of the Project Delivery Team). As used in this Agreement, "Project Delivery Team" shall mean the team of members referred to in the first and second sentences of this Paragraph.
- C.2 The relationship between the Contractor and the architectural and engineering team is intended to be collaborative and proactive, both participating on the same Project Delivery Team with WTJX.
- C.3 WTJX may schedule periodic meetings to perfect a "partnering" relationship between all members of the Project Delivery Team. The purpose of these meetings will be to foster a good working relationship, positive avenues of communication, cooperation and teamsmanship among the members of the Project Delivery Team. The contractor shall attend and participate in all such meetings. The concept of "partnering" set forth in this Paragraph is not intended to establish a legal relationship of partnership but rather a relationship of cooperation which will cause the members of the Project Delivery Team at all times to conduct themselves in the best interests of the Project.

E PRELIMINARY EVALUATION

- E.1 The Contractor shall review the Program furnished by the WTJX to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the WTJX.
- E.2 The Contractor shall provide a preliminary evaluation of the Program, schedule and construction budget requirements, each in terms of the other.
1. Considerations should include re-sequencing phasing, accelerated or fast-track scheduling, modifying construction durations, partial occupancy for BENEFICIAL use, and dividing the Project into different components like demolition, hazardous material abatement, relocation of underground utilities, site preparation, separated buildings, interior finishes of shelled space, parking lots, and landscape. The Contractor shall also consider the effects of different scheduling alternatives, for example, additional or reduced costs, constructability, provisions for temporary facilities and procurement of long-lead-time items.

F CONSTRUCTABILITY; VALUE ANALYSES

- F.1 Contractor shall review the Design Documents during their development and advise on proposed site use and improvements, constructability, selection of materials, building systems and equipment, and methods of Project delivery, and otherwise provide input with respect to the Design Documents in the exercise of the Contractor's Standard of Care. As the Design Documents evolve, the Contractor shall provide, upon request of the WTJX from time to time and as part of the Project Design Team, recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, factors related to construction cost, including costs of alternative designs or materials, preliminary budgets, possible economies, and other input based on its skill, expertise and experience as a contractor with access to detailed input from subcontractors. The foregoing constructability review

- ("Constructability Review") shall include, among other things, a review of the Design Documents as they are prepared and evolve to satisfy the requirements of Paragraph 1.1.3. In addition, Contractor shall review the Design Documents (a) to assist the Owner and Architect to identify the appropriate level of Leadership in Energy and Environmental Design ("LEED") certification that the Project should achieve under the U.S. Green Building Council's Green Building Rating System, and (b) for the purpose of achieving the target LEED certification, including identification of LEED criteria that may be feasible for the Project to achieve, the cost implications of meeting such LEED criteria, and the establishment of procedures to be used during construction to satisfy the LEED requirements for certification (e.g. chain of custody procedures).
- F.2 Contractor's full review of proposed Value Engineering to the 100% Design Documents shall occur no less frequently than at the time or times designated by WTJX during or at the completion of each of the following phases of design ("Phase of Design"): (a) Schematic Design; 30% complete (b) Design Development; 60% complete (c) Construction Documents 100% complete (as those terms are used in the WTJX/OWNER/Architect Agreement); and (d) Completion of Agency Review. "Completion of Agency Review" shall mean when the Architect has submitted the Construction Documents to all applicable governmental entities for review and approvals and has responded to all governmental requests in sufficient detail to enable all such governmental authorities to have completed their reviews and render a definitive decision. This "Agency Review Phase" shall commence when the Architect submits the Construction Documents for governmental review and approval and shall terminate when all applicable governmental approvals required for the Construction Documents have been granted. At minimum, the Contractor shall prepare a detailed written report and updated GMP breakdown which shall summarize the content and substance of its Pre-Construction Services to the date of such report at each of the following milestones: (i) when Design Development reaches completion; (ii) when the Construction Documents reaches 50% completion; and (iii) when Construction Documents reaches 100% completion. WTJX and Contractor shall mutually review each such report, and Contractor shall make reasonable changes in its format and in the scope and detail of each such report as requested for the purpose of causing the report to serve as a reasonable record of the Pre-Construction Services provided by the Contractor and its Subcontractors pursuant to this Agreement through the date of each report.
- F.3 "Design Documents" shall mean all of the design documents for the Project that are prepared by the Architect or by any other design consultant or vendor engaged by the Architect or directly by the WTJX for the Project (as distinguished from Submittals, such as Shop Drawings, provided by or through the Contractor and for which the Contractor shall have responsibility as provided in the Agreement), which include the documents as they evolve through each Phase of Design, including the phases of Schematic Design, Design Development, and Construction Documents and which may reflect the input of the Contractor and its consultants and Subcontractors pursuant to this Agreement.
- F.4 Contractor shall review the drawings and specifications for viable value engineering ("VE") recommendations. The Contractor shall create a value engineering tracking system which identifies each VE proposal, provides a cost estimate of the savings and/or explanation of added value to the Project if the proposal is accepted, indicates the date by which a decision must be made to incorporate the VE proposal, indicates the current status of the VE proposal and the team member with current action, and the date the proposal was accepted or rejected.

G BUDGETING AND ESTIMATING

- G.1 Measurement and Quantification (Total Cost Management (TCM)) The TCM program establishes the goal of maintaining project budget, continuously measuring value and project costs prior to development of the GMP. CSI Master Format is used as a standard categorization of cost to align budgets, estimates and target design values produced at all stages of the project lifecycle (see Section E for requirements).
1. As part of the estimating task, the Contractor shall perform quantity takeoff utilizing the BIM model.
- G.2 Statement of Probable Costs
1. For purposes of this and subsequent versions of the Statement of Probable Costs, the term "Construction Cost" shall mean the total probable cost to WTJX of all elements of construction for the Project designed or specified by the Architect and the Architect's Consultants. "Construction Cost" shall include the cost at the current market prices of labor and materials to be furnished by the Contractor for construction of the Project and equipment designed, specified, or selected by Architect and Architect's Consultants, plus the Contractor's overhead and profit and a reasonable allowance for contingencies arising from market conditions at the time of the bidding for and changes in the construction of the Project. "Construction Cost" shall not include compensation for the Architect, Architect's Consultants, and other costs for which WTJX is responsible.
 - a) The Contractor's Statement of Probable Costs, to the best of the Contractor's knowledge and in keeping with normal industry standards, shall reflect the estimated up-to-date market rates for labor, materials, and equipment.
 - b) In cases where insufficient design exists for components of work, Contractor will establish budget line items for those portions.
 2. Any and all cost estimates shall be based on the Design Documents and other Project documentation approved by the WTJX for the Project that exist at the time of the detailed cost estimate, shall be consistent with and prepared in accordance with CSI Master Format and standards provided therein, shall represent a reasonable forecast for completion of the Work with assumptions, qualifications, and exclusions reasonable for the phase of design then reflected in the Design Documents, and shall reflect the Contractor's reasonable efforts to include all costs which are reasonably inferable from the Design Documents to perform and complete the Work.
- G.3 Life-Cycle Cost Analysis (LCCA)
- G.4 Contractor shall provide life-cycle and "cost of ownership," maintenance and operations, to assist with building system or material selection and provide cost evaluations of alternative materials and systems.
- G.5 Value Engineering
- G.6 The Contractor shall provide recommendations on factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies which would improve the feasibility of the Project and/or the budget.
- G.7 If it appears that the Reconciled Statement of Probable Costs may exceed the established Budget at any level, Contractor shall make recommendations and cooperate with WTJX and the Architect in making changes to the design to align the program costs to the established Budget.
- G.8 Cash Flow Tracking

- G.9 The Contractor shall, as part of the Budget process, create and maintain a report of expected expenditures against the project schedule such that WTJX can appropriately create a plan for funding activities of construction.
- G.10 The Contractor shall provide an updated Cash Flow report with each schedule update presented to WTJX.

Procurement and Escalation

- G.11 The Contractor shall provide recommendations to the WTJX regarding projection/tracking of escalation and advantages of early-procurement or late-procurement items.
- G.12 Contractor shall evaluate bundling and sequencing opportunities to benefit the project budget and/or schedule.
- G.13 The Contractor shall recommend periods of award for packages in order to allow for market adjustments if, in the opinion of the contractor, this will benefit the project costs.
- G.14 Bid alternates shall be identified that are not included in the Construction Cost for the purpose of including different or additional materials, equipment or systems, instituting different construction methods, or adjusting completion dates with resultant cost implications.
1. Bid alternates may also be used to address fluctuating market conditions to allow the Construction Cost to align with the Budget.
- G.15 Recommendations shall be presented for approval and revised as necessary to incorporate program changes over time.

H LABOR MARKET ANALYSIS

- H.1 The Contractor shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Contractor shall make recommendations to WTJX for actions designed to minimize adverse effects of labor shortages, including timing of procurement and methods of contracting that support issues identified.
- H.2 Contractor shall develop subcontractor and supplier interest in the Project. WTJX may designate specific persons from whom, or entities from which, WTJX shall obtain bids. Otherwise, subcontractors and suppliers must be preapproved by WTJX in writing.

I PLANNING AND SEQUENCING

- I.1 The Contractor shall make recommendations to the Project Delivery Team regarding phased issuance of Design Documents in order to achieve the most reasonable phasing of construction of the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities. For example, increments of Work might include the following: Project Site Preparation; Demolition and Shoring; Foundation and Structural Steel; Shell and Core; and Interior Improvements (each such increment of Work may be referred to hereinafter as an "Increment"). Each portion of the Project which is the subject of a set of Design Documents or a group of two or more sets of Design Documents that pertain to an Increment is sometimes referred to hereinafter as a "Phase."
- I.2 The Contractor shall advise the WTJX regarding site use and improvements, selection of materials, building systems and equipment.

- I.3 The Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, use of phased construction, fast-tracking, cost control, time and performance, overlapping trade jurisdictions, availability of temporary facilities, and procurement of long-lead equipment or material.

J SCHEDULING

- J.1 As part of their proposal, the Contractor shall provide a preliminary project schedule for performance of Pre-construction Services and the construction of the Project (the “Project Schedule”), which shall be subject to the approval of WTJX. Such Project Schedule shall permit WTJX and Architect to understand, plan and chart, the progress of the Project toward construction and shall be produced using industry-standard project scheduling software that shall interface with the “Project Master Schedule” maintained by WTJX. The Project Schedule shall reflect coordination and integration with the services and activities of the Project Delivery Team. As documentation proceeds, the Project Schedule shall be updated in increasing detail to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Price Proposal, preparation and processing of Construction Documents for the Project, Shop Drawings and samples, delivery of materials or equipment requiring long lead time procurement, occupancy requirements showing portions of the Project having occupancy priority, and proposed dates of Substantial Completion. See specification 01 3216 CONSTRUCTION SCHEDULE for additional information and requirements.

K. SITE UTILIZATION/LOGISTICS PLANNING

- K.1 The Contractor shall prepare a detailed Site Utilization Plan within 90 days of the issuance of the notice to proceed, (NTP) for Preconstruction Phase Services, and shall submit its findings in a report to WTJX that shall include, but shall not necessarily be limited to, the following:
1. Site utilization options.
 2. Limits of construction and recommend fence locations.
 3. General Contactor lay down and storage areas.
 4. Contractor, Project Management Teams, on site office requirements.
 5. Update and resubmit for approval the revised Site Utilization Plan as the use of the site evolves over the life of the project.

L SITE INVESTIGATION

- L.1 In support of design efforts, provide on-site verification of existing conditions to the extent that those conditions are visible and/or reasonably accessible. This could include surveying, measurements, photography, sketching, locating utilities points of connection, establishing details in support of site logistics planning, verifying accuracy of important details found on drawings, etc. WTJX shall assist by providing coordination with department schedules, access to interstitial spaces and areas above ceilings, and investigation/documentation of inaccessible areas as may be deemed necessary by the Contractor to complete the verification.
- L.2 The Contractor shall make recommendations regarding supplemental site surveys and other additional investigative services that may be warranted.

M PROGRAM SUPPORT

M.1 Reporting & Tracking

Contractor to use WTJX’s Project Management Information System (PMIS), “Kahua” to manage the project. Prepare written reports monthly during Preconstruction Services describing the status of the Project within the Kahua system. Information contained in the report shall include, but shall not be limited to:

1. Status and changes to Construction Schedule
2. Major events of the prior month
3. Cost summaries developed with the TCM process. See Section E. TOTAL COST MANAGEMENT
4. Cash flow projections
5. Risks, actual and anticipated, to Project schedule and budget
6. Issues requiring resolution by Project team members
7. Upcoming events

M.2 Product Procurement

Contractor shall present for WTJX’s approval a procurement schedule for items that must be ordered in advance of construction. Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction.

N TOTAL COST MANAGEMENT

Cost is a major area of focus for WTJX and, as such, is reinforced by utilization of a Total Cost Management (TCM) process, which establishes the goal of maintaining project budget throughout the Design-Assist and agency review process and continuously measures value and control of project costs prior to development of the GMP. CSI MasterSpec is used as a standard categorization of cost to align budgets, estimates and target design values produced at all stages of the project lifecycle. This format is used across all WTJX projects and is the basis for cost management and reporting.

Step 1 – Develop a Budget Cost Model: Projects will utilize TCM to control costs during design and inform which items impact the budget, which helps WTJX make more informed decisions. The Project Team (Contractor and Architect) will constantly measure value through value engineering (VE) sessions during design, and control costs during the design process by using an integrated document review process, and continuous cost modeling, with the goal of reducing errors and resultant rework. The contractor will work with WTJX and design architects to keep all parties informed and engaged, and all costs within each project goal.

The Project Team will establish a workable project cost model (per square foot cost) in the programming phase. The Contractor shall maintain the cost model with milestone and interim estimates and establish a cost containment protocol and priority matrix (i.e., required, needed and desired/wish-list). The Contractor will update costs to maintain alignment.

Step 2 – Continuous Review and Reporting: The Project Teams will maintain a cost report that is updated monthly which includes detailed subcategories for hard costs, soft costs, FF&E, IT, escalation,

contingencies, as well as forward-looking forecasts of commitments, budgetary risks that have been identified and a holistic view of the project financial health.

Step 3 – Systems Review Cycle: With the acceptance of the Cost Model at the 100% Schematic Design the team will establish the target value for each Element of the project. These Elements are represented by Level 3 quantities and unit costs and split into project elements established by the Project Team.

Each project component team is assigned Level 3 Elements that are directly influenced by the design decisions made within their respective work session. Each group will evaluate quantities impacted by the design evolution and estimate adds/deducts to be reported on a weekly basis to the Project Team. Updates within the Revit models will be made weekly and incorporate design changes. On a bi-weekly basis WTJX's cost estimator will validate that the changes made are consistent with those reported by the project component teams and any discrepancies are discussed and reconciled with the Contractor's estimators monthly. Areas of interest are elevated to the OAC agenda for impact review. Any item not resolved in the OAC is then escalated for a final determination.

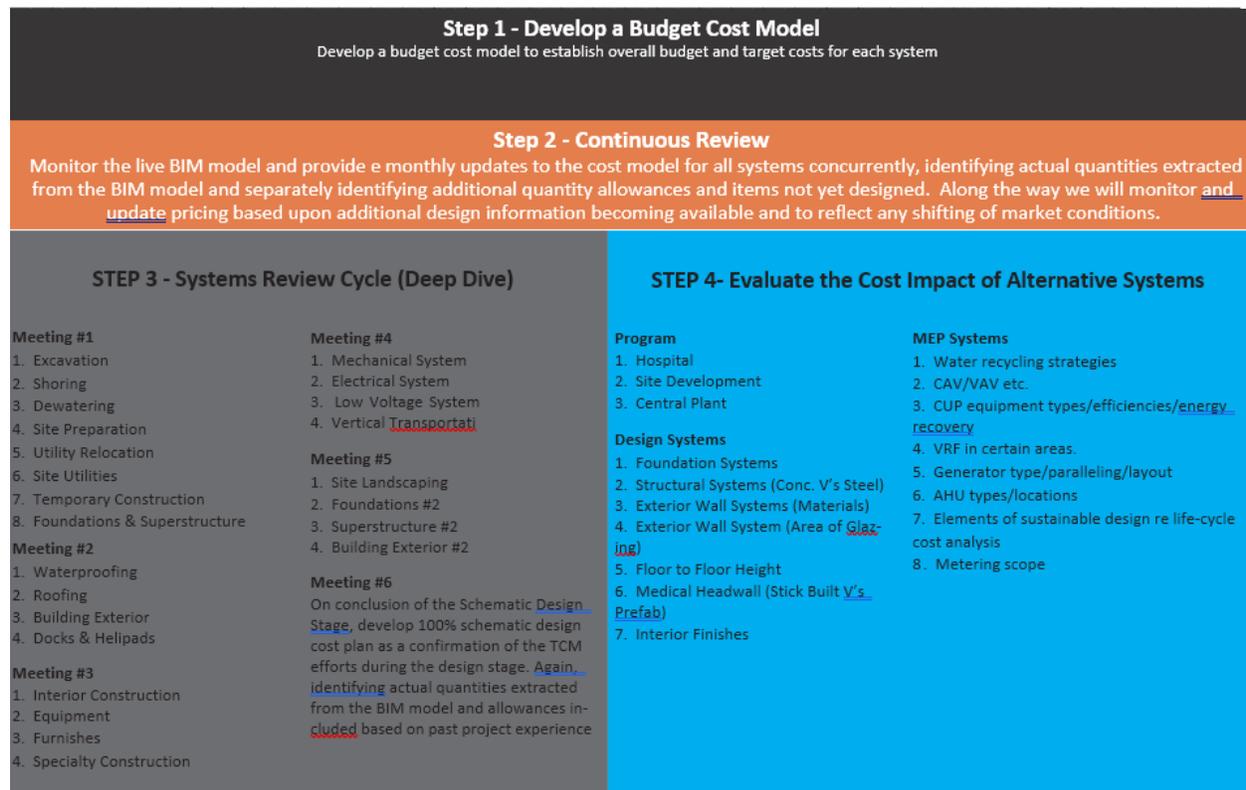
Step 4 – Evaluate the Cost Impact of Alternative Systems: Contractor will review and propose adjustments to the budget based upon alternatives developed and aligned with core objectives, considering value and operating costs alongside other characteristics of the alternative. This will include evaluating the cost impact of alternative systems, as well as materials availability, timing of decisions, and methods of construction to ensure that the most cost-effective and achievable solutions are being incorporated into the project.

Project Teams will review and suggest to WTJX those alternatives deemed most advantageous to the program.

Risk Mitigation: Budgetary breakdowns span all CSI divisions, and reporting includes the forecast cost at completion for each item and tracks current and upcoming changes. Project Team will also establish effective and adequate contingencies for the project to bridge the unknowns on the project to improve the confidence interval and certainty. While these contingencies are conceptual at the start of the project, they evolve to become project-specific and account for the specific risk profile.

WTJX Reviews: If the TCM estimate exceeds available funding at any point in time, WTJX shall, with the assistance of the Project Team, reduce the cost by reducing quality, quantity, flexibility or scope, or: request that Project Team prepare additional alternatives to reduce the cost.

SAMPLE BUDGET COST MODEL PROCESS



XII. CONSTRUCTION PHASE

Should WTJX and the Contractor agree on the GMP, the Construction Phase will be authorized and initiated following WTJX approval of a Modification to the Agreement. The construction services will include, but are not limited to, all vertical construction, utilities, site work, and civil. The site work infrastructure also includes, but is not limited to, coordination with public utilities, communications providers, mechanical, electrical, plumbing, and fire protection for the construction. The Contractor will procure all subcontractors and vendors, and will be responsible for the Project’s construction, startup, provide commissioning support (Commissioning Agent will be appointed directly by WTJX), operator training, performance testing, warranty services, and subsequent occupancy of the facilities noted in the scope of work. The scope of work may include consideration of alternate projects to include additional buildings, roadways, and services whether contiguous to the site and building or freestanding, and programming of their services. In addition to those services described above, Contractor is expected to perform one or more of the following non-exhaustive lists of services:

- Construct the Project.
- Mitigate Project risks.
- Procure equipment and subcontractors not required to be listed in the GMP Proposal and manage Work by subcontractors.
- Self-perform elements of the Project scope as approved by WTJX and allowed by law.
- Secure necessary construction permits.
- Maintain site safety and security.

- Prepare and conform to quality management plan.
- Develop an initial punch list and issue to subcontractors prior to formal punch list issued by Design Consultant. The Contractor shall ensure completion of the initial punch list prior to Design Consultant's punch list walkthrough. Work cooperatively with the Project Team to develop and implement an effective commissioning plan.
- Implement and maintain cost control methods with "open book" sharing of cost information.
- Inform WTJX of pending cost issues within five (5) business days of identifying potential issues.
- Prepare a monthly report with each progress billing that details a project work status report, buy-out to schedule of value analysis, contingency status, schedule status and project progress commentary with applicable job-site photos. Provide other formal communications as requested by WTJX.
- Timely submit operation and maintenance manuals and completed punch lists, coordination of training, submission of as-built field documents, BIM model and financial close-out of project. The Contractor shall actively support and participate in commissioning activities.
- Assist WTJX in working with various governing authorities as requested.
- Conduct startup, provide commissioning support, and performance testing.
- Provide operator training.
- Provide warranty coverage for Construction Phase Work.

Should WTJX and the Contractor be unable to agree on a price for the Construction Phase Services, WTJX reserves the right to terminate the existing contract and begin negotiations with another Contractor or direct the Design Engineer to complete the design and prepare construction documents for public bidding of the Project.

XIII. CONSTRUCTION PHASE ALLOWANCES

A. Signage

XIV. DEDUCT ALTERNATE

1: EVENT PATIO, TOILET BUILDING: (REFER TO SHTS. A001 & A002) REMOVE PATIO TOILET VERT. CONSTRUCTION, PATIO SLAB, RAILINGS, PLANTERS, MEP FIXTURES/SYSTEMS, FURNISHINGS AND RELATED CONSTRUCTION FROM SCOPE. BASE BID: INCLUDE CAST IN PLACE CONC. WALL CONSTRUCTION AT GENERATOR YARD (4 SIDES) WEST OF TLT BLDG, INCLUDE ALL RELATED PATIO RETAINING WALLS, UTILITY ROUGH-INS FOR FUTURE AND FINAL CONNECTION OF LIGHT POLES, BOLLARDS, PLUMBING FIXTURES, AND ELECT. DEVICES, LIGHTING, AND EQUIPMENT. DEDUCT

2: REAR PORCH / PATIO AND ROOF STRUCTURE: (REFER TO SHTS. A101, A110, A201, A202) SCOPE OF WORK RELATED TO TAPERED C.I.P. CONCRETE COLUMN, ROOF OVER PATIO, +/- 225 SF OF ELEVATED PATIO STRUCTURE, RAILINGS, ETC. NOTE THAT AS BASE BID A PORTION OF THE PATIO WILL REMAIN PLAN NORTH BEYOND THE JOG AND WILL REQUIRE THE RELATED PORCH RAILINGS. BASE BID: PROVIDE LANDING/ SLAB AND STAIR CONSTRUCTION TO SERVE EXIT DOORS, AREA

OF RESCUE, AND STAIR. (SEE SHT. A000)
DEDUCT

3: SHELL PORTION OF 2ND FLOOR INTERIOR IMPROVEMENTS: (REFER TO SHTS. A104, A702) REMOVE INTERIOR WORK INCLUDING WALLS, FINISHES, CEILINGS, DOORS AND CREATE SHELL SPACE WITH ROUGH INS ONLY (RMS 205, 206, 207, 208, 209, 210, 211, 213, 214, AND PORTION OF 201)
BASE BID: FULL BUILD-OUT OF SPACES NOTED, AS SHOWN.
DEDUCT

4: REDUNDANT (N+1) GENERATOR

5: REDUNDANCY HVAC SYSTEMS ACCOMMODATIONS

6: REDUNDANT IT/ WIRELESS

7: LIGHTNING PROTECTION SYSTEM: (REFER TO SHTS. A110, E-701) INSTALL LIGHTNING PROTECTION SYSTEM PER ELECTRICAL DRAWINGS

8: RESINOUS FLOOR COATING IN GARAGE: (REFER TO SHT. A101) EPOXY COATING OVER CONCRETE SLAB THROUGHOUT GARAGE ROOM (123)
BASE BID: (SC-1) SEALED CONCRETE AS SCHEDULED ON FINISH PLANS

9: NANAWALL FOLDING GLASS WALL W/ MAN DOOR (RM 106): (REFER TO SHT. A101 & A407) FOLDING GLASS WALL SYSTEM (DOOR 106C) AND ALL RELATED SCOPE OF WORK INCLUDING SUPPLEMENTAL STRUCTURE ABOVE CEILING AND TRACKS PER MFR. REQUIREMENTS.

BASE BID: FOLDING GLASS WALL / STRUCTURE AND RELATED SCOPE NOT INCLUDED
ALLOWANCES

1. SIGNAGE: (INCLUDING ALL INTERIOR SIGNAGE AND EXTERIOR BRANDING SIGN), \$50,000.00

10: SLAB DEPRESSION AND ACOUSTIC FLOATING FLOOR SYSTEM: (REFER TO SHTS. A101, A401, A402) REMOVE SLAB DEPRESSION AND ACOUSTIC FLOATING FLOOR SYSTEM IN MAIN TV STUDIO (121)
BASE BID: PROVIDE DYED CONCRETE FLOORING WITH SEALER SIMILAR TO FINISH INTENDED ATOP ACOUSTIC FLOATING FLOOR FINISH

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT A - RFP COVER LETTER

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 _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT B - NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or proposal cost, that such proposal/bid or proposal cost/bid cost is genuine and not collusive or sham; that said proponent has not colluded, conspired, connived or agreed directly or indirectly, with any proponent or person, to put in a sham proposal cost or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the proposal cost of the affinity or of any other proponent, or to fix any overhead, profit or cost element of said cost proposal, or of that of any other proponent, or to secure any advantage against the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and that all statements in said proposal or cost proposal are true.

(Name of Respondent, if the Respondent is a Corporation)

(Name of Respondent, if the Respondent is a Limited Liability Corporation)

(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of _____, this
_____ day of _____, 2026, by
_____ of legal age,
_____ and
personally known to me.

(Trade or Corporation)

(SEAL)

Notary Public

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT C - DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

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

Name and Title of Authorized Representative:

Signature

Date

Subscribed and sworn to before me on the Island of _____, this
_____ day of _____, 2026, by
_____ of legal age,
_____ and personally,
known to me.

(Trade or Corporation)

(SEAL)

Notary Public

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT E - RESPONDENT'S QUALIFICATION STATEMENT

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

Do you have a current USVI Business License? Yes No
Number of Years licensed to conduct business in the USVI _____
Type of License(s) _____
Number of Scope Development Services completed in the last 5 Years _____, Average value of these Contracts
\$ _____
Do you have plan to use Subcontractors? Yes No If yes, company _____

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? Yes No
If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.
Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? Yes No If yes, explain on another sheet, the circumstances and outcome.

List three non-WTJX references that can be contacted for their input concerning your abilities:

- 1) Client Name _____ Contact Number _____
- 2) Client Name _____ Contact Number _____
- 3) Client Name _____ Contact Number _____

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

- 1) Client Name _____ Value: _____ % _____
- 2) Client Name _____ Value: _____ % _____
- 3) Client Name _____ Value: _____ % _____

(If you have more contracts, please list on separate sheet)

Respondent shall certify that the above information is true and shall grant permission to the WTJX to contact the above-named person or otherwise verify the information

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT F - SUBCONTRACTOR'S STATEMENT FORM

I have read and understand the RFP and the final version of the proposal submitted by

_____.

Print Name: _____

Subcontractor Company Name: _____

Title: _____

Signature: _____

Date: _____

Request for Proposal
RFP 001-2026-DR-STT
WTJX Haypiece Hill Facility Demolition and Rebuild

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

*ATTACHMENT H - CONTRACTOR HAYPIECE HILL FACILITY DETAILED PROJECT COST
[Refer Excel Spreadsheet]*

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT I - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Title 2 – Grants and Agreements

Subtitle A – Office of Management and Budget Guidance for Federal Financial

Assistance Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards

Authority: [31 U.S.C. 503](#); [31 U.S.C. 6101-6106](#); [31 U.S.C. 6307](#); [31 U.S.C. 7501-7507](#).

Source: [89 FR 30136](#), Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part. 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance

of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [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 the awarding agency.

Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

See [§ 200.323](#).

See [§ 200.216](#). See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT J – HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at: <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. 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.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor/Subcontractor 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. L. 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.

3. BREACH OF CONTRACT TERMS

VIHFA 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.

4. REPORTING REQUIREMENTS

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Contractor/Subcontractor shall cooperate with all VIHFA 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.

5. ACCESS TO RECORDS

The Government of the Virgin Islands, the U.S. 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 Subcontractor which are related to this contract, for the purpose of inspection,

audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained 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.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor/Subcontractor 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:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 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.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. 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.

9. ENERGY EFFICIENCY

The Contractor/Subcontractor 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).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor/Subcontractor 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.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor/Subcontractor 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 this 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.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees 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.

13. AGE DISCRIMINATION ACT OF 1975

The Contractor/Subcontractor 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.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor/Subcontractor represents 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.

15. CONFLICTS OF INTEREST

The Contractor/Subcontractor shall notify VIHFA 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/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the Territory is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIHFA, 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.

16. SUBCONTRACTING

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered

to be restrictive of competition include but are not limited to:

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

The Contractor/Subcontractor represents to VIHFA 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.

17. ASSIGNABILITY

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIHFA.

18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. 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.

20. 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/Subcontractor 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 contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. **DAVIS-BACON ACT** (Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor 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 contractors or subcontractors, 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.

22. **TERMINATION FOR CAUSE** (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIHFA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIHFA, become VIHFA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Contractor/Subcontractor, and the VIHFA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the VIHFA from the Subcontractor is determined.

23. **TERMINATION FOR CONVENIENCE** (Applicable to contracts exceeding \$10,000)

The VIHFA may terminate this contract at any time by giving at least 30 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIHFA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. **SECTION 503 OF THE REHABILITATION ACT OF 1973** (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor 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.

- The Contractor/Subcontractor will not 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/Subcontractor agrees 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:
 - Recruitment, advertising, and job application procedures.
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - Rates of pay or any other form of compensation and changes in compensation.
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - Leaves of absence, sick leave, or any other leave.
 - Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor.
 - Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - Activities sponsored by the contractor include social or recreational programs, and any other term, condition, or privilege of employment.
- The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- In the event of the Contractor/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.
- The Contractor/Subcontractor agrees 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 Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/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).
- The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/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.
- The Contractor/Subcontractor 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/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.

25. **EXECUTIVE ORDER 11246** (Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor 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 CFR chapter 60).

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

- The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor 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.
- The Contractor/Subcontractor 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/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- The Contractor/Subcontractor 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 by the agency contracting officer, advising the labor union or workers representative of the contractor'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.
- The Contractor/Subcontractor 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.
- The Contractor/Subcontractor 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.
- In the event of the Contractor's/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/Subcontractor 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.

- Contractor/Subcontractor 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 such contractor/subcontractor. The Contractor/Subcontractor 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/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does 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. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees 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).

27. 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 owner, the following:

- A stipulation by the Contractor or subcontractors, 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.

- Agreement by the 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 all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 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.
- 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.

28. **LOBBYING** (Applicable to contracts exceeding \$100,000)

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/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.
- 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 Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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.

29. **BONDING REQUIREMENTS** (Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with VIHFA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.
- *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (As required by applicable thresholds)

- 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.
- 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.
- The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/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.
- 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.
- The *Contractor*/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor*/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/Subcontractor's* obligations under 24 C.F.R. part 135.

- 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.
- 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(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state or territorial grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires

modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES.

The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. §Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance

and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive

fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non- English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower- income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan.

Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325.

- **Certification**
 - As part of its consolidated plan under [24 CFR part 91](#), the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
 - A unit of general local government entity receiving funds from the Territory must certify to the Government of the Virgin Islands that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The Territory may require the unit of general local government to follow the Territory's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.
- **Plan contents**
 - The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
 - The plan shall provide for relocation assistance in accordance with [§ 42.350](#).
 - The plan shall provide one-for-one replacement units to the extent required by [§ 42.375](#).

49. **Complaints and Appeals**

Citizen comments on VIHFA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.vihfa.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. **Monitoring**

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors, and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIHFA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. **Procurement of Recovered Materials**

A [non-Federal entity](#) that is a [state or territorial](#) agency or agency of a political subdivision of a [state or territory](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT K – CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

Company Name

Authorized Signature

Name (Print or Type)

Title

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT L – ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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, 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 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.

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

Name of Contractor

RFP or ITB No.

Signature

Printed Name

Title

Date

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT M – SAMPLE SURETY LETTER

[DATE]

U.S. Virgin Islands Public Broadcasting Service

[ADDRESS]

Re: [PROJECT NAME]

Dear [NAME]:

[NAME OF SURETY] is licensed to transact business in the U.S. Virgin Islands. [CONTRACTOR] has requested that we provide this Letter confirming that we will give favorable consideration in providing any required performance and payment bonds for the subject project.

Please accept this Letter as assurance for same.

Sincerely,

[SURETY NAME]

VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM (WTJX)

ATTACHMENT N - AGREEMENT ((to be issued later as an addendum to the RFP))