



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT I**

Instructions to Bidder



INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACT)

1. Explanation to Bidders. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the Invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. Conditions Affecting the Work. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The GHHFC will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. Bidder's Qualifications. Before a bid is considered for award, the bidder may be requested by the GHHFC to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon

execution of such further contractual documents and bonds as may be required by the bid as accepted.

If the successful bidder, upon acceptance of his bid by the GHHFC within the period specified therein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. Preparation of Bids. (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

(b) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any items on which no price is submitted.

(c) Unless called for, alternate bids will not be considered.

(d) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.

6. Submission of Bids. Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.

7. Late Bids and Modifications or Withdrawals.

(a) Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered unless: (1) They are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmarked) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (3) if submitted by mail (or by telegram if authorized), it is determined by the GHHFC that the late receipt was due solely to mishandling by the Government after receipt at the GHHFC installation: Provided, That timely receipt at such installation is established upon examination of an appropriate date of time stamp (if any) of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification which makes the terms of the otherwise successful bid more favorable to the GHHFC will be considered at any time it is received and may thereafter be accepted.

(b) Bidders using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

(c) The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown on the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which

establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown on the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

8. Withdrawal of Bid. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

9. Public Opening of Bids. Bids will be publicly opened at the time set for opening in the Invitation for Bids. Their content will be made public for the information of bidders and others interested, who may be **present** either in person or by representative.

10. Award of Contract. (a) Award of contract will be made to that responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the GHHFC, price and other factors considered.

(b) The GHHFC may, when in its interest, reject any or all bids or waive any informality in bids received.

(c) The GHHFC may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the bidder includes in his bid a restrictive limitation.

11. Contract and Bonds. The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the GHHFC and, if required, furnish performance and payment bonds on GHHFC standard forms in the amounts indicated in the Invitation for Bids or the specifications.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT II**

Additional Instructions



ADDITIONAL INSTRUCTIONS

1. INSTRUCTION TO BIDDERS

1. General Information

This request is not to be construed as creating any contractual relationship between the Government Hospitals and Health Facilities Corporation (GHHFC) and any other party. The GHHFC reserves the right to negotiate final contract terms with any and all firms after the bids have been received. Upon award of the contract, the Executive Director the Hospital Redevelopment Team (THRT) will provide a project inspector who will function as the Owner's representative and project manager. The incurred preparation expenses of this offer shall be borne solely by the bidder.

2. Insurance Requirements

The following insurance requirements must be met within ten (10) working days after notice to of award and prior to contract execution:

- a. **CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE**
(Submit a hard copy of current certificate.)
- b. **GENERAL PUBLIC LIABILITY:**
 1. The Contractor shall obtain, pay for, and keep in force the following insurance, effective in all localities where the Contractor may perform any work hereunder, with such carrier or carriers as shall be acceptable to the GHHFC. Prior to starting work hereunder, the Contractor shall deliver to the GHHFC certificates of insurance evidencing that such insurance is in effect and providing that the insurer will give the GHHFC at least 10 days written notice of any material change in or cancellation of such insurance. The copies of certificates shall be delivered to the Territorial Hospital Redevelopment Team.
 2. Contractor's Insurance: Workmen's Compensation, including coverage for occupational diseases or equivalent required by law in any event covering all of the Contractor's employees who may be engaged directly or indirectly in any work hereunder. Certificates indicating coverage for a limited time only shall not be in compliance herewith.
 3. Employer's liability (including coverage for occupational diseases), \$500,000 minimum for the injury or death of any one employee in any one accident; \$1,000,000 for the injury or death of more than one employee in anyone accident.

4. Comprehensive General Public Liability (including assumed by contract): Bodily injury, \$1,000,000 minimum for the injury or death of any one person in an occurrence; for the injury or death of more than one person in anyone occurrence.
5. Property damage: \$500,000 minimum per occurrence; \$1,000,000 minimum in the aggregate. The property damage coverage shall include explosion, collapse, undermining, and damage to underground utilities.
6. Comprehensive Automobile Liability: Covering owned, hired, and other non-owned vehicles of the Contractor.
7. Bodily Injury: \$500,000 minimum for the injury or death of any one person in anyone occurrence; \$1,000,000 minimum for the injury or death of more than one person in anyone occurrence.

c. ADDITIONAL INSURANCE REQUIREMENTS:

1. All policies must provide for no less than 30 days written notice of cancellation or material change.
2. The GHHFC must be named as "Additional Insured" on all general liability and umbrella policies.
3. If any policy or insurance or any term or condition thereof shall not be satisfactory to the GHHFC, the Contractor shall make all reasonable efforts to secure insurance satisfactory to the GHHFC.
4. Nothing herein shall be construed to authorize the Contractor to secure policies of insurance not specified above, covering risks against which the GHHFC has insurance.
5. The Contractor shall give prompt notice to the GHHFC of all personal injuries and all losses of or damage to property arising out of work under this contract for which a claim might be made against the GHHFC and shall promptly report to the GHHFC all such claims of which the Contractor has notice, whether relating to matters insured or uninsured.
6. No settlement or payment of any claims for loss, injury, or damage, other matter as to which the GHHFC may be charged with obligation make any payment or reimbursement shall be made by the Contractor without the written approval of the GHHFC.

7. The General Contractor shall indemnify and save harmless the GHHFC and the Project Manager for and against all suits, claims, or liability on account of any injuries to persons or damage to property arising out of the negligent acts of the contractor and/or failure to comply with the terms and conditions of said Contract, whether by himself, his employees, and subcontractors, but only in respect to such injuries damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract.

3. Site Examination

- a. Bidders are required to carefully examine the site, all drawings, contract documents, Bidding Requirements, Contract Forms and Technical Specifications prior to submitting their bid.
- b. The Bidder shall be aware of the nature, location and general conditions of the work site. The Bidder has gained full knowledge of the working conditions and other facilities which will have bearing on the performance of Bidder's work. Any failure by the Bidder to acquaint himself with all the available information does not relieve the Bidder from any responsibility for properly performing the work.

4. Conflict of Interest

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

The GHHFC reserves the right to accept or reject any and all bids or to waive any informalities in the bid process or have the work performed by other means.

II. GENERAL TERMS AND CONDITIONS APPLICABLE AFTER AWARD OF CONTRACT

1. Payroll Documents

- a. The Contractor and subcontractor shall comply with all rulings and interpretations of the **Davis-Bacon Act** (40 USC 276a-5) and related Acts contained in 29 CFR, Parts 1, 3, and 5.

2. Safety

- a. The Contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals

working under this contract. The Virgin Islands Occupational Safety and Health Act (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the OSHA standards. In addition, the contractor must also provide the GVI with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the GVI is assured that the contractor has an adequate safety program in effect.

3. Subcontractors and Suppliers

- a. No portion of the work shall be subcontracted without prior written consent of the GHHFC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the GHHFC the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. A list of names of the subcontractors or other person or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work is to be submitted to the GHHFC within ten (10) days of notification of selection for the award of contract.
- c. The contractor will be responsible to the GHHFC for all aspects of the work and may not subcontract under any circumstances more than forty-nine percent (49%) thereof.

4. Uniform Building Code

- a. All work done will be in compliance with the current **Uniform Building Code** and all other applicable Virgin Islands code.

5. Compliance with Copeland Act Requirements

- a. The Contractor and subcontractor shall comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, part 3).

6. Equal Employment Opportunity

- a. The Contractor and subcontractor shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended Executive Order 113754, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

7. Contract Work Hours and Safety Standards Act

- a. The Contractor and subcontractor shall comply with regulations and standards of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).

8. Clean Air and Water Act (applicable to contracts in excess of \$100,000.00)

- a. The Contractor and subcontractor shall comply with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 USC 7401, et Seq., the Federal Water Pollution Control Act) as amended ("Water Act"), 33 USC 1251, et. Seq., and Executive Order 11738.

9. Examination and Retention of Contractor Records

- a. The Owner or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts and transcripts.

10. Confidential Material

- a. Any material submitted by the Bidder that is considered as confidential in nature must be clearly marked as such. In addition, Bidders must agree that all records and data associated with the GHHFC are to be considered proprietary and confidential.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT III**

**Development of the JFLH Five
(5) Acre Leased Parcel
Specifications**





**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT IV**



Development of the JFLH Five (5) Acre Leased Parcel Plans/Drawings



**REQUEST FOR PROPOSALS
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REDEVELOPMENT TEAM
ATTACHMENT V**

Construction Contract Template



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Contract”) is made the ____ day of _____, 20____, [Note: Date to be inserted by GHHFC Board Chair, who will sign last, and inserting the date s/he signs] in the Territory of the Virgin Islands, by and between the **[ENTER HOSPITAL ENTITY NAME]** (hereinafter “**SRMC or JFLH**”), a medical facility under the jurisdiction and control of the **Government Hospitals and Health Facilities Corporation** (hereinafter “**GHHFC**”), which in turn is a body corporate and politic constituting a public benefit corporation and public entity of the Government of the Virgin Islands (the “Government”) whose address is [4007 Estate Diamond Ruby, Christiansted, St. Croix, U.S. Virgin Islands 00821 or #9048 Sugar Estate, St. Thomas, VI 00802], by and through the **GHHFC** ([SRMC or JFLH] by and through the GHHFC shall hereinafter be referred to as the “Hospital”); and **[LEGAL NAME OF CONTRACTOR]**, a **[JURISDICTION OF FORMATION]** **[TYPE OF ENTITY (e.g., corporation, limited liability company)]** whose address is **[STREET ADDRESS]** (hereinafter referred to as “Contractor”) (collectively, the Hospital and the Contractor shall be referred to as the “Parties”).

WITNESSETH:

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

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

WHEREAS, in furtherance of the foregoing need, the Hospital issued and published an **[Invitation for Bids or Request for Proposals]** **[SOLICITATION NUMBER]** dated **[DATE]** along with Appendix I to the said Solicitation containing the plans and specifications for the work, including engineering drawings, maps and plans, and **[REFERENCE ANY MODIFICATIONS TO THE SOLICITATION by modification number and date]** (collectively, the **[“IFB”]**), all of which are incorporated herein by reference; and

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

WHEREAS, the Hospital wishes to enter into a contract for the **[DESCRIPTION]** Work, all in strict accordance with the technical specifications and all engineering drawings, maps, and plans referred to or set forth as part of the **[IFB]**; and as further set forth in the provisions of **Addendum I (Scope of Work Bid Sheet)** **Addendum II (General Provisions)**, **Addendum III (Termination of Contracts)**, **Addendum IV (Compensation)**, **Addendum V (FEMA Rider)**, and **Addendum VI (HUD Rider)**, attached hereto and incorporated as part of this Contract by reference, as well as relevant portions of the Contractor’s **[Bid or Proposal]** to the extent the same are consistent with the foregoing; and

CONTRACT NUMBER: TB-**[HOSPITAL ENTITY]**-**[CURRENT FISCAL YEAR]**-**[NUMBER]**

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

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

1. SERVICES

The Contractor shall supply all necessary labor and materials and construct the **[DESCRIPTION]** Work in a timely and workmanlike manner as further provided herein and in conformity with the schedule set forth herein and the technical specifications and engineering drawings, maps, and plans referred to in or set forth as part of the **[IFB]**.

2. TERM

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

3. COMPENSATION

In consideration of the satisfactory performance of the work described herein, the Hospital agrees to pay the Contractor an amount not to exceed **[AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS])** (the “Contract Price”) in accordance with the provisions set forth in **Addendum IV (Compensation)**, attached hereto and incorporated herein.

4. COMPLIANCE WITH BONDING REQUIREMENTS

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

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

5. LIQUIDATED DAMAGES

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

6. RECORDS

The Contractor shall present documented, precise records of time and money expended under this Contract.

7. PROFESSIONAL STANDARDS

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

8. DOCUMENTS, PRINTOUTS, ETC.

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

9. INDEMNIFICATION

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

10. LIABILITY; INSURANCE

Nothing in this Contract shall be construed to impose any liability upon the Hospital or the Government generally, to persons, firms, associations, or corporations engaged by Contractor as servants, agents, employees or independent contractors, or in any other capacity whatsoever, or make the Hospital or the Government generally, liable to any such persons, firms, associations, or

corporations for the acts, omissions, liabilities, obligations or taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipts taxes, and social security taxes for Contractor, its servants, agents, employees or independent contractors. Contractor further agrees to a waiver of subrogation against the Hospital and the Government for any and all matters related to an insured loss.

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

- (A) Workers' Compensation in an amount and type specified by the laws of the Territory;
- (B) Commercial General Liability insurance, with coverage on an occurrence basis, for any occurrence resulting in bodily harm and personal injury to or the death of any person(s) and consequential damages arising therefrom and (b) property damage with both coverages being in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; such insurance to also include coverage for completed operations;
- (C) Builder's Risk insurance covering the interests of both Contractor and the Hospital, which interest of Hospital shall include property insurance, on an all risk basis inclusive of windstorm, earthquake and flood, to insure the full replacement cost of materials, fixtures, and equipment used in construction as well as coverage for soft costs, in an amount of at least the Contract Price;
- (D) Automobile/vehicle liability for all owned, hired, and non-owned automobiles in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit; and
- (E) Such other types of insurance and such additional amounts of insurance as, in the Hospital's judgment are necessitated by good business practice.

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

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

11. ASSIGNMENT; SUBCONTRACTORS

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

12. INDEPENDENT CONTRACTOR

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

13. GOVERNING LAW

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

14. WAIVERS AND AMENDMENTS

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

15. ENTIRE AGREEMENT

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

the terms of the [IFB] shall be controlling, and in the event of a direct conflict between the [IFB] and this Contract, the terms of this Contract shall be controlling.

16. RIGHT TO WITHHOLD

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

17. CONDITION PRECEDENT

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

18. TERMINATION

The Hospital shall have the general right to terminate this Contract with or without cause or for convenience on ten (10) calendar days written notice to the Contractor specifying the date of termination. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination. Specific additional provisions governing termination for default are set forth in section 5 of **Addendum III** hereof.

19. PARTIAL TERMINATION

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

20. NON-DISCRIMINATION

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

21. CONFLICT OF INTEREST

- (A) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (B) Contractor further covenants, on behalf of itself and its principals, that Contractor (and any principal of Contractor) is:
 - (1) not a territorial officer or employee (*i.e.*, the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself (or himself/herself, as the case may be) with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in an official capacity;
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

22. EFFECTIVE DATE

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

23. NOTICE

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

to the Hospital:

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

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

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

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

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

24. LICENSURE

The Contractor covenants that it has:

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

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

25. CONTRACTOR’S REPRESENTATIONS

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work. The Contractor agrees further to begin work on the date indicated on the formal Notice to Proceed

or as soon as possible thereafter and to complete the work within the number of days specified herein or as extended in accordance with the General Provisions of this Contract. The work shall be done under the direct supervision of the Hospital or its contractor retained for the purpose of managing the construction hereunder, and all work shall be performed in accordance with applicable local and federal laws, codes and regulations governing the same. No work shall be performed without the required construction permit or permits.

26. WARRANTY OF NO SOLICITATION

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

27. FALSE CLAIMS

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

28. NOTICE OF FEDERAL FUNDING

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

29. CONTRACT PROVISIONS FOR FEMA OR HUD FUNDING

Contractor acknowledges that this Contract may be funded in whole or in part with federal funds administered by the Federal Emergency Management Agency (FEMA) subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (the “Stafford Act”) or by local

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

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

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

31. CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) COMPLIANCE

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

32. AUTHORIZATION

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

33. COUNTERPARTS

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

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

WITNESS:

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

_____ **By:** _____ **Date:** _____
**Christopher E. Finch,
Government Hospitals and Health
Facilities Board Chair**

[FULL LEGAL NAME OF CONTRACTOR]

_____ **By:** _____ **Date:** _____
**[NAME]
[TITLE]**

Addendum I
(Scope of Work Bid Sheet)

Addendum II (General Provisions)

General Provisions

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

1. DEFINITIONS

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

2. SPECIFICATIONS AND DRAWINGS

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

3. CHANGES

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

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

Provided, however, that notwithstanding the foregoing, any change which causes an increase in the

Contract Price shall be subject to approval or ratification by the GHHC Board and the availability and appropriation of funds.

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

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

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

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

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

4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before

such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if he or she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

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

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

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

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

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

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Hospital or the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from the unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

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

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

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

(f) The rights and remedies of the Hospital

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

18. OFFICIALS NOT TO BENEFIT

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

19. UTILIZATION OF APPRENTICES OR TRAINEES & SMALL BUSINESS CONCERNS

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

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

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

(d) To the extent applicable, within ten days of the execution of this Agreement the Contractor shall submit to the Division of Apprenticeship and Training, and to the Contracting Officer, a list of the occupations for

which Journeymen will be required in the performance of this contract.

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

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

20. SUSPENSION OF WORK

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

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

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

21. WARRANTY OF CONSTRUCTION

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

may also be required of the assignee.

8. ASSIGNMENT OF CLAIMS

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

9. MATERIAL AND WORKMANSHIP

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

(b) All work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the

Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

10. INSPECTION AND ACCEPTANCE

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

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

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Hospital (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with clause 5 of these General Provisions.

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

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

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

11. SUPERINTENDENCE BY CONTRACTOR

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

12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Hospital, be responsible for obtaining any and all necessary licenses and permits of any kind or nature whatsoever, and for complying with any applicable federal or local laws, codes and regulations, in connection with the prosecution of the work hereunder. The Contractor shall not perform work before any necessary licenses and permits are in place. The Contractor shall be similarly responsible for all damages to persons or property that may occur as a result of its fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for

any completed unit of construction thereof which theretofore may have been accepted.

13. CONDITIONS AFFECTING THE WORK

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

14. OTHER CONTRACTS

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

15. INDEMNITY

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

16. ADDITIONAL BOND SECURITY

If any surety upon a bond furnished in connection with this contract becomes unacceptable to the Hospital, or if any such surety fails to furnish reports as to the Contractor's financial condition from time to time as requested by the Hospital, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Hospital and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

17. COVENANT AGAINST CONTINGENT FEES

provided in this clause are in addition to any other rights and remedies provided by law of under this contract.

6. DISPUTES

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

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

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

7. PAYMENTS TO CONTRACTOR

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

(b) The Hospital will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on a percentage completion basis, less retainage. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis of determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize any material delivered on the site and preparatory work done

to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that it has acquired title to such material and that it will be utilized on the work covered by this Contract.

(c) In making any progress payments hereunder, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, he or she may but is not required to authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he or she considers the amount retained to be in excess of the amount adequate for the protection of the Hospital, at his or her sole discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, phase, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage at the sole discretion of the Contracting Officer.

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

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

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

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

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

(d) In addition to the rights and remedies provided by this clause, all subcontractor, manufacturer, and

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

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

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

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

**Addendum III
(Termination)**

TERMINATION OF CONTRACTS

CONVENIENCE OF THE HOSPITAL

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

performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, documents, information, and other property which, if the contract had been completed, would have been required to be furnished to the Hospital.

- (vii) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, and property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Contracting Officer and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Hospital to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract of paid in such other manner as the Contracting Officer may direct;
 - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the federal or local Government or the Hospital has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he or she may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him or her, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined, subject to the approval of the Chief Financial Officer of the Hospital.
- (d) Subject to the provisions of paragraph (c) the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made

and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d).

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

- (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of any subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with protection or disposition of property allocable to this contract.

**Addendum IV
(Compensation)**

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

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

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

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

**Addendum V
(FEMA Rider)**

STAFFORD ACT PUBLIC ASSISTANCE GRANT COMPLIANCE

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

Equal Employment Opportunity

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

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

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

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

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

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the relevant grant recipient hereunder shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in

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

Clean Air Act

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

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

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

Federal Water Pollution Control Act

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

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

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

Suspension and Debarment

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

(2) The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into.

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

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

Byrd Anti-Lobbying Amendment

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any

Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

Procurement of Recovered Materials

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

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

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

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

Access to Records

The following access to records requirements apply to this Contract:

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

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

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

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

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

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

Compliance with Federal Law, Regulations, and Executive Orders

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

No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or

CONSTRUCTION CONTRACT

([HOSPITAL ENTITY] BY AND THROUGH GHHFC – [NAME OF CONTRACTOR])

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liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

Program Fraud and False or Fraudulent Statements or Related Acts

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

Addendum VI (HUD Rider)

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

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

Provisions Required by Law Deemed Inserted

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

Statutory and Regulatory Compliance

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

Breach of Contract Terms

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

Reporting Requirements

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

Access to Records

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

Maintenance/Retention of Records

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

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

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

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

solicitation lists;

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

(C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises;

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

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

Rights to Inventions Made under a Contract or Agreement

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

Energy Efficiency

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

Title VI of The Civil Rights Act of 1964

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

Section 109 of the Housing And Community Development Act of 1974

The Contractor and any subcontractor hereunder shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under said title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 504 of the Rehabilitation Act of 1973

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

Age Discrimination Act of 1975

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

Debarment, Suspension, and Ineligibility

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

Conflicts of Interest

The Contractor and any subcontractor hereunder shall notify the Hospital as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor and any subcontractor hereunder shall explain the actual or potential conflict in writing in sufficient detail so that the Hospital is able to assess such actual or potential conflict. The Contractor and any subcontractor hereunder shall provide the Hospital any additional information necessary for the

Hospital to fully assess and address such actual or potential conflict of interest. The Contractor and any subcontractor hereunder shall accept any reasonable conflict mitigation strategy employed by the Hospital, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

Subcontracting

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

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

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

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

Assignability

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

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

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

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

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

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

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

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

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

All laborers and mechanics employed by the Contractors or any subcontractor, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall

be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

Termination for Cause or Convenience

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

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

The Contractor and any subcontractor hereunder shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793) as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

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

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

(8) Activities sponsored by the contractor including social or recreational programs; and

(9) Any other term, condition, or privilege of employment.

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

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

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

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

(F) The Contractor and any subcontractor hereunder will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor and any subcontractor will take such

action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

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

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

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

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

(D) The Contractor and any subcontractor hereunder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or

workers’ representative of the Contractor’s or subcontractor’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

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

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

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

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

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

(C) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

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

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

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

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

(2) If any funds other than 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.

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

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

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

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

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

(C) The Contractor and any subcontractor hereunder agree to send to each labor organization or representative of workers with which the Contractor or any subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments

under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT VI**



Mandatory List of Required Supporting Documents

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

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

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

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



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT VII**

Performance Bond Form



	GOVERNMENT OF THE VIRGIN ISLANDS		DATE BOND EXECUTED
	PERFORMANCE BOND (See Instructions on Reverse)		
PRINCIPAL			
SURETY			
PENAL SUM OF BOND (Express in words and figures)		CONTRACT NO.	DATE OF CONTRACT
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:</p> <p>NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract duringthe original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void;</p> <p>IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.</p>			
In Presence of:			
WITNESS		INDIVIDUAL PRINCIPAL	
1	..... as to	[SEAL]	
2	..... as to	[SEAL]	
3	..... as to	[SEAL]	
4	..... as to	[SEAL]	
WITNESS		INDIVIDUAL PRINCIPAL	
1	..... as to	[SEAL]	
2	..... as to	[SEAL]	
Attest	CORPORATE PRINCIPAL		
	BUSINESS ADDRESS		
	BY		AFFIX CORPORATE SEAL
	TITLE		
Attest	CORPORATE SURETY		
	BUSINESS ADDRESS		
	BY		AFFIX CORPORATE SEAL
	TITLE		

The rate of premium on this bond is per thousand.

Total amount of premium charged, \$

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,, certify that I am the secretary
of the corporation named as principal in the within bond,
who signed the said bond on behalf of the principal, was t..... of said
corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE]

[SEAL]

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.
2. The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)
3. The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT VIII**

Payment Bond Form



	GOVERNMENT OF THE VIRGIN ISLANDS PAYMENT BOND (See Instructions on Reverse)		DATE BOND EXECUTED
PRINCIPAL			
SURETY			
PENAL SUM OF BOND (Express in words and figures)		CONTRACT NO.	DATE OF CONTRACT
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Government of the Virgin Islands, hereinafter called the government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached:</p> <p>NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.</p>			
In Presence of:			
WITNESS		INDIVIDUAL PRINCIPAL	
1	..... as to	[SEAL]	
2	..... as to	[SEAL]	
3	..... as to	[SEAL]	
4	..... as to	[SEAL]	
WITNESS		INDIVIDUAL PRINCIPAL	
1	..... as to	[SEAL]	
2	..... as to	[SEAL]	
Attest	CORPORATE PRINCIPAL		
	BUSINESS ADDRESS		
	BY	AFFIX CORPORATE SEAL	
TITLE			
Attest	CORPORATE SURETY		
	BUSINESS ADDRESS		
	BY	AFFIX CORPORATE SEAL	
TITLE			

The rate of premium on this bond is per thousand.

Total amount of premium charged, \$

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

....., certify that I am the secretary
of the corporation named as principal in the within bond, that
who signed the said bond on behalf of the principal, was then of said
corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed,
sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE]

[SEAL]

INSTRUCTIONS

1 This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. It may also be used in any other case in which a payment bond is to be required. There shall be no deviation from this form except as authorization by the Government of the Virgin Islands.

2 The surety on the bond may be any corporation authorized under the laws of the Government of the Virgin Islands any State or possession of the United States, or by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a complete Affidavit of Individual Surety for each individual surety (Standard Form.)

3 The name; including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4 If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5 If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6 The official character and authority of the person or persons executing the bond for the principal, if a corporation shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7 The date of this bond must not be prior to the date of the instrument in connection with which it is given.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM
ATTACHMENT IX**

Release of Claims Form



RELEASE OF CLAIMS UNDER CONTRACT

WHEREAS, the terms of a contract dated, entered into by the Government Hospitals and Health Facilities Corporation, represented by Contracting Officer, and, a corporation organized and existing under the laws of with principal offices in , for the construction of state that: "Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the contractor shall have furnished the Government Hospitals and Health Facilities Corporation, with a release, if required, of all claims against the Government Hospitals and Health Facilities Corporation, arising under and by virtue of this contract, other such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein,"

NOW, THEREFORE, in consideration of the premises and the payment by the Government Hospitals and Health Facilities Corporation, to the contractor of the amount due under the contract the sum of (\$.....), the contractor hereby remises, releases, and forever discharges the Government Hospitals and Health Facilities Corporation, from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract and warrants good title to all materials, supplies and equipment installed or incorporated in the and all work delivered in the premises, together with all improvements and appurtenances constructed thereon by to the Government Hospitals and Health Facilities Corporation, free of any claims, liens, or charges; further, that neither it nor any person, firm or corporation furnishing any material or labor for any work covered by this contract has any unpaid expenses or wages for such material or labor nor has any right to a lien upon the premises or any improvements or appurtenances thereon.

IN WITNESS WHEREOF, the hand and seal of the contractor have been hereunto set this day of, 20.....

By

(seal)

I,, certify that I am the of the corporation named as contractor herein; that, who signed this release on behalf of the corporation, was then of said corporation and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

.....

Sworn to before me this date

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Notary