



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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REQUEST FOR PROPOSALS RFP 003-2019-DR-STT/STX

CONSTRUCTION MANAGEMENT SERVICES

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 *Unlocking the Door to Affordable Housing*

TABLE OF CONTENTS

- 1.0 INTRODUCTION 1
 - 1.1 CONTEXT 1
 - 1.2 GOALS AND OBJECTIVES 2
- 2.0 PROPOSAL (GENERAL) DESCRIPTION 2
 - 2.1 DESCRIPTION OF PROGRAMS 3
 - 2.1.1 Homeowner Rehabilitation and Reconstruction Program 3
 - 2.1.2 Rental Rehabilitation and Reconstruction 4
 - 2.2 SCOPE OF WORK 4
 - 2.2.1 Requirements 4
 - 2.2.2 Start-up of Operations 5
 - 2.2.3 Construction Management General Standards 6
 - 2.2.4 Engineering Blueprints 7
 - 2.2.5 Damage Assessment Services 7
 - 2.2.6 Inspection Services 8
 - 2.2.7 Close-out Services 8
 - 2.2.8 Commencement of Services 8
 - 2.3 KEY DELIVERABLES 8
 - 2.3.1 Construction Management Support Key Deliverables 8
 - 2.3.2 Damage Assessment Key Deliverables 9
 - 2.3.3 Inspection Services Key Deliverables 9
- 3.0 KEY PERSONNEL 9
 - 3.0.1 Key Personnel Roles 10
 - 3.0.2 Key Personnel Replacement 11
- 4.0 QUALIFICATIONS 11
 - 4.1 REQUIREMENT OF LEGAL ENTITIES 12
 - 4.2 REQUIRED MINIMUM QUALIFICATIONS OF RESPONDENT 12
- 5.0 TERM OF ENGAGEMENT 15
- 6.0 PRICE AND PAYMENT 15
- 7.0 USE OF SUBCONTRACTORS 15
- 8.0 REQUESTS FOR PROPOSALS ANTICIPATED SCHEDULE 16
- 9.0 NUMBER OF AWARDS 16
- 10.0 ISSUING AND PROCURING OFFICE 17

Request for Proposals
RFP 003-2019-DR-STT/STX
Construction Management Services

11.0 CONFLICT OF INTEREST..... 18

12.0 M/WBE..... 18

13.0 GENERAL FEDERAL GRANT REQUIREMENTS 18

14.0 HUD GENERAL PROVISIONS 18

15.0 PRE-PROPOSAL CONFERENCE..... 18

16.0 DELIVERY OF BID PACKAGES 19

 16.1 BID PACKAGE FORMAT & PROPOSAL CONTENT..... 19

 16.2 REQUIRED DOCUMENTS 25

17.0 SELECTION PROCESS 26

 17.1 RIGHT TO REJECT BID PACKAGES..... 27

 17.2 CHANGES, ADDENDA, AND WITHDRAWALS 27

 17.3 WITHDRAWAL OF PROPOSAL..... 27

 17.4 COST OF OFFEROR PREPARATION..... 27

 17.5 CONTRACT AWARD AND EXECUTION 27

NON-COLLUSIVE AFFIDAVIT 29

DEBARMENT CERTIFICATION FORM 30

CONTRACT DOCUMENT CHECKLIST 31

CONTRACTOR’S QUALIFICATION STATEMENT 33

CONFLICT OF INTEREST..... 35

AUTHORIZATION FOR BACKGROUND CHECK & FINANCIAL INFORMATION 37

PRIOR PERFORMANCE CERTIFICATION 38

BASE BID SHEET 39

ENCLOSURE CHECKLIST..... 41

FORM FOR SUBMISSION OF INQUIRIES 42

HUD GENERAL PROVISIONS 43

Virgin Islands Housing Finance Authority

RFP 003-2019-DR-STT/STX

REQUEST FOR PROPOSALS

Professional Construction Management Services

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from qualified and licensed firms (“Respondents”) to provide Construction Management Services for a portfolio of housing programs including but not limited to the Community Development Block Grant Disaster Recovery (CDBG-DR) Homeowner Rehabilitation and Reconstruction Program and the CDBG-DR Rental Rehabilitation and Reconstruction Program.

Respondents will be competing against each other for selection to provide Disaster Recovery (DR) Construction Management Services as more fully described in Section 2. The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP. Respondents must respond to all components of the scope.

1.1 CONTEXT

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (U.S. Virgin Islands or “the Territory”). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to the islands’ housing stock. The entire population—over 100,000 residents—were impacted by the devastation brought on by the storms, with winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria came behind and caused water damage to all of the unprotected structures in the St. Thomas and St. John district, while inflicting severe damage on St. Croix.

Based on the FEMA IA data as of August 10, 2018, the Territory estimates that approximately 23,301 households sustained some form of damage to their primary residences from either Hurricane Irma or Maria, or both, representing 54% of the housing stock on the islands. Of the impacted households, based on The U.S. Department of Housing and Urban Development’s (HUD) methodology, 5,340 suffered Major or Severe damage; approximately 2,510 are the owners’ primary residences and 2,830 are renter-occupied homes. The remaining 12,394 owner-occupied residences and 5,567 rental units sustained minor damage.

The United States Virgin Islands is the recipient of \$1.86 billion of Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from HUD to assist in disaster recovery and rebuilding efforts resulting from Hurricanes Irma and Maria. The Territory’s approved CDBG-DR Action Plan and Amendment 1 (<https://www.vihfa.gov/disaster-recovery/action-plan>) detail how the

U.S. Virgin Islands plans to spend its first and second tranches of \$1,021,901,000 in grant funds, and Respondents to this RFP should thoroughly review it.

1.2 GOALS AND OBJECTIVES

The objectives include, but are not limited to, construction management services, assessing home damages, inspection, assisting U.S. Virgin Islands residents in returning their dwellings to a safe and functional dwelling in a timely and an efficient manner; assisting VIHFA with the administration of the Housing Program; and with maintaining compliance with federal requirements.

2.0 PROPOSAL (GENERAL) DESCRIPTION

The selected Respondent will be responsible for providing Construction Management Services for the DR Housing Programs. Respondents to this RFP must commit to serve all eligible applicants located on the three islands: St. Croix, St. Thomas (including Water Island), and St. John. The selected Respondent is expected to have project launch staff on site and operational within 15 business days after contract execution. Respondent is expected to have trained staff, equipment, supplies, etc. within 30 days after contract execution.

It should be noted that the winning Respondent might also be tasked with providing Construction Management Support Services for other housing-related programs or other programs funded through CDBG-DR or other federal funding sources. Respondents to this RFP should thoroughly review the following available at:

- <https://www.vihfa.gov/disaster-recovery/action-plan>
- <https://www.vihfa.gov/disaster-recovery/programs/housing>

Respondents must have relevant, documented construction management experience. Additionally, Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project. Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names and contact information for employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

The selected Respondent will provide construction specialists whose primary responsibility will be to assist in the successful design, as needed, and implementation of housing construction activity for the USVI's housing programs. The Respondent will offer advisory services and program support to VIHFA related to the overall Program.

At the site level, the Respondent will:

- Provide damage assessments;
- Create scopes of work and cost estimates for review and approval;
- Provide design services and;

- Oversee construction.

Tasks will include, but are not limited to:

- Design of plans;
- Cost estimation;
- Ensuring safe working environment;
- Progress inspections;
- Review of invoices;
- Recommendation of payments to contractors;
- Assessment of contractor performance;
- Reporting;
- Coordination with the appropriate entities to ensure the timely construction of work and;
- Advising VIHFA staff.

2.1 DESCRIPTION OF PROGRAMS

The services being procured through this RFP will support the implementation and administration of one or more of the following programs below. Other programs may be added to the portfolio of programs.

The initial Construction Management Services will focus on the Reconstruction solution within the Homeowner Rehabilitation and Reconstruction. This priority of the program is expected to serve approximately 500 to 1,000 homeowners. The second priority may include up to approximately 5,000 homeowners. However, the number of homeowners that submit applications to the program could be far greater. The Construction Management Services will also support application services and support to landlords in the Rental Rehabilitation and Reconstruction program in the first priority.

The Construction Management Services will assist VIHFA in the development and management of construction services, but final approval and control of all work and contractors will reside with VIHFA's Construction Manager.

2.1.1 Homeowner Rehabilitation and Reconstruction Program

The CDBG-DR Homeowner Rehabilitation and Reconstruction Program will assist eligible applicants whose homes were damaged by Hurricanes Irma and/or Maria to complete the work necessary to make their homes decent, safe and sanitary and compliant with flood plain, environmental, and other territorial requirements. While the program is open to all homeowners that have remaining repair needs, in its initial phases, the Program will prioritize low- and moderate-income households, who lack the necessary resources to repair or reconstruct their homes. This program will supplement other funds the owner may have received to rehabilitate or reconstruct the structure. Awards will be based on the estimated construction cost of the scope based on a standard grade of building materials.

Priority 1: Reconstruction:

- The impacted home was destroyed or has Major/Severe Damages by either a FEMA-designation or has damage which exceeds 50% of the cost of reconstruction
- The applicant household meets federal LMI (Low/Moderate Income) requirements.
- The applicant has received limited or no other resources to reconstruct the home.

Priority 2: Rehabilitation:

- The impacted home experienced Major/Severe Damages by either a FEMA-designation OR has damage which meets the Major/Severe Damage standard that VIHFA has defined¹; and
- The applicant household meets federal LMI requirements; and
- The applicant has received limited or no other resources to rehabilitate the home.

2.1.2 Rental Rehabilitation and Reconstruction

The Rental Rehabilitation and Reconstruction Program will provide funds to reconstruct or rehabilitate damaged affordable rental units damaged as a result of Hurricane(s) Irma and Maria. The first priority of this program will serve landlords with 20 units or less that rent to tenants at or below 80% Annual Median Income (AMI).

- Rehabilitation: This program pays for approved and eligible costs to complete repairs to rental units that have not yet been completed, including eligible improvements for resilience.
- Reconstruction: This program pays for approved and eligible costs of reconstruction when a unit is destroyed or determined not feasible to rehabilitate

Mitigation and resilience measures: Mitigation measures such as structural retrofitting and non-structural retrofitting (e.g., impact resistant shutters, windows and doors) of existing structures to meet or exceed applicable building codes relative to hazard mitigation and increase the ability to shelter in place will be eligible to be noted by the Contractor. Additional resilience measures will be eligible as determined by VIHFA.

2.2 SCOPE OF WORK

The Scope of Work for Construction Management Services includes:

2.2.1 Requirements

- Adherence to federal program guidelines

¹ Per USVI Homeowner Reconstruction Rehabilitation Program Policy V.1, “Major/Severe Damages: \$8,000 or more of FEMA inspected real property damage or 1 foot or more of flood water on the first floor.”

- Enhance capacity of VIHFA to oversee large volume of construction projects efficiently and in compliance with all federal, state and local rules and regulations governing CDBG-DR funding and local building codes.
- Provide high quality housing rehabilitation and reconstruction consistent with Program policies and procedures and all applicable requirements.
- Recommend improvements to program policies, procedures and operations based on expertise and experience in the Program.
- Respond promptly to inquiries, schedule site visits and inspections, within program guidelines.
- Detect and prevent fraud, waste, and abuse.
- Ensure continual quality assurance/quality control.
- Assume control and responsibility of current programming and procedures.
- Assist in the permitting process and resolution of regulatory issues
- Provide daily and periodic communication/reports, to include homeowner construction files, inspection reports, to VIHFA/Case Manager program staff.
- Secure documentation of construction activity to allow an audit trail of all applicants through final inspection and closeout.
- Ability to provide services in multiple languages as necessary, including English and Spanish

2.2.2 Start-up of Operations

The selected Respondent must secure the necessary personnel, space, computers, telecommunications equipment, and all other equipment/supplies as necessary to conduct business for the core functions of construction management support in each district of St. Thomas/St. John and St. Croix. Senior staff are expected to be on-call and proximate to VIHFA offices. Respondent must also have sufficient staff /supplies to support operations on all islands. Respondents are encouraged to find the most efficient and cost-effective method to conduct operations across the Territory.

It is expected that the selected Respondent should have the necessary personnel, equipment and telecommunications services to be able to deploy staff on-site within fifteen (15) business days to initiate construction management services and begin damage assessments within thirty (30) business days of contract execution.

The term of the start-up of operations, including working locations, requested by VIHFA is for the initial two (2) year term of the anticipated contract. Costs beyond this term may be considered as part of any contract amendments.

2.2.3 Construction Management General Standards

2.2.3.1 Program Design

- a) Adhere to construction standards appropriate for USVI rehabilitation and reconstruction activity, including customization of green building requirements and resilience measures to meet the needs of USVI housing stock.
- b) Develop standard specifications and cost schedules.
- c) Conduct damage assessments and prepare detailed scope of work and cost estimates for specific projects.
- d) Recommend ways to organize construction projects, including grouping sites together, to achieve efficiencies and cost savings in construction.
- e) In conjunction with VIHFA, assign contractors from a pre-qualified list to specific projects based on criteria to be developed with VIHFA.
- f) Conduct progress inspections and review contractor requests for payment to VIHFA.
- g) Conduct final inspections to ensure quality construction, permits have been obtained, and construction is in compliance with all applicable codes, regulations, and program requirements to support project closeout.

2.2.3.2 Program Administration

- a) Assist VIHFA in serving as on-site project management representative for completion of construction items for construction projects
- b) Assist and work with VIHFA to perform Value Engineering Analysis and Constructability Reviews of the design and contract documents to identify saving opportunities, discrepancies and variances prior to bid of Work
- c) Develop detailed final cost estimates for each project and validate against established Program budget.
- d) Assist in the preparation and packaging of construction bid documents, project specific special conditions including, mitigation monitoring plan, contract time, construction phasing, completion and occupancy dates.
- e) Provide recurring administrative reports pertaining to construction projects
- f) Develop timelines/network that will incorporate all activities relevant to the project, including priorities and critical milestones
- g) Assist VIHFA in its community relations efforts to generate local contractor participation in the Program and provide information relative to upcoming projects to the local contractor community
- h) Assist VIHFA in establishing a standardized bidding process and procedure
- i) Assist VIHFA in the preparation and issuance of Notice of Award and Notice to Proceed
- j) Coordinate and conduct project pre-construction conferences

- k) Assist VIHFA in working with other consultants and contractors during the construction administration phase of the project(s)
- l) Maintain documentation in shared projects files that include design documents, constructability review comments, estimates, bid documents, contracts, submittals, permits, meeting minutes, correspondence, change orders, pay requests, RFIs, shop drawings, claims, schedules and closeout
- m) Perform facility inspections, identifies deficiencies and initiates corrective actions
- n) Assist VIHFA to manage, evaluate and mitigate all change order proposals and schedule delays
- o) Monitor and report on contractor's quality control
- p) Attend job-site progress meetings, prepare and distribute meeting minutes and report urgent issues
- q) Develop and maintain a detailed project schedule and review and report on contractor's baseline schedule and schedule-of-values
- r) Review Contractor's periodic schedule updates and review invoices to VIHFA
- s) Assist in development of the transition plan to occupy the facility upon completion of construction; develop and implement the phasing and synchronization of transition activities, as required
- t) Perform analysis of equipment failures and outages to identify trends and areas needing improvement
- u) Make recommendations to VIHFA regarding final project approval and acceptance; receive and review project(s) record and as-built drawings; assist in preparing and submit the project(s) accounting and close-out reports

2.2.4 Engineering Blueprints

- a) Provide engineered blueprints, on a as needed basis
- b) Provide Field verification inspections
- c) Assist in obtaining Building Permits for plans and, if required, submit to the Department of Historic Preservation if required
- d) Submission of demolition permits to Department of Planning and Natural Resources
- e) Perform other related duties as assigned

2.2.5 Damage Assessment Services

- a) Complete damage assessments using the Respondent's own software which has been approved by the program, price lists, procedures, forms in accordance with program policies
- b) Complete an Assessor's checklist for each damaged property that includes site assessment, evaluation of damage, structure condition and recommendation of repairs
- c) Provide a damage assessment statement on the assessed structures condition, safety and rehabilitation/repair/reconstruction course of action
- d) Recommend to VIHFA the categorization of damaged properties into one of the many available programs for housing assistance and recovery in accordance with the United

States Virgin Islands CDBG Action Plan (e.g., repair, reconstruction, substantially damaged, non-substantially damaged, etc.)

- e) Provide a description of the damage, and define scope of work and photographic documentation in accordance with approved procedures

2.2.6 Inspection Services

- a) Provide inspection related project management services for interim inspections, final inspections and scope verification inspections.
- b) Provide inspection(s) to ensure compliance with the VIHFA Green Building Retrofit Checklist and other applicable Green Building requirements
- c) Verify scope of work is consistent with the approved design documents and Estimated Cost of Repair (ECR) and Allowable Activities (AA) documents
- d) Track and maintain a record of change orders, budgets and expenditures for all contracts of projects
- e) Track, monitor schedules, provide recommendations and implement strategies to keep projects on schedule and within budget as necessary

2.2.7 Close-out Services

- a) Coordinate with VIHFA staff and team of consultants to ensure timely close-out of projects
- b) Assist VIHFA to gather and assemble all financial and administrative documents related to close-out.

2.2.8 Commencement of Services

Selected Respondents must be prepared to commence these services within thirty (30) days of the issuance of a contract, at the direction of VIHFA CDBG-DR Director.

2.3 KEY DELIVERABLES

2.3.1 Construction Management Support Key Deliverables

- **Project Definition Report:** Provide a definition report to document the project objective, contracting strategy, schedule, duration, budget and recommended construction advertisement date
- **Project Management Plan (PMP):** Develop a project management plan to capture the **entire** project end-to-end, covering all project phases from initiation through planning, execution and closure.
- **Project Schedule:** Develop a project(s) baseline schedule that explicitly represents planned construction and resource utilization, identifies resource challenges and highlight project milestones.
- **Sub-contractor plan:** Provide a report that identifies the contractor's compliance with M/WBE. List proposed Sub-contractors; describe their experience, and their qualification as well as specific involvement in this Program.
- **Earned Value Analysis (EVA):** Provide a monthly project-specific Earned Value

- Analysis (EVA) chart that depicts actual versus planned construction spending
- **Dashboard:** Provide a daily project-specific dashboard that summarizes schedule, budget, change orders, and issues
 - **Progress Report:** Prepare weekly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, change order summary, open and closed deficiencies, key progress photos and significant project issues with recommendations on any unresolved matters
 - **Risk Management Report:** Provide a monthly claims mitigation report that identifies issues, risks, impacts to budget and schedule, recommendations and resolutions
 - **Safety Plan:** The safety management plan defines methods and processes for the identification and management of inherent safety risks associated with the execution of the CDBG-DR Grant Program. The Plan includes safety, security, handling of hazardous materials, waste management, illness and injury prevention program (IIPP), compliance with territory, OSHA and VIHFA regulations, training, monitoring, recording, emergency management, fire/life safety and safety performance metrics.
 - **Close-Out Report:** Prepare and provide a close-out report to VIHFA attesting to the project(s) final completion including all open punch list items, deficiencies, labor compliance, final payment, change orders, claims, record and as-built drawings, financial summary, final schedule, warranties and guaranties.
 - **Lessons Learned Report:** Provide a lessons learned report highlighting success and challenges, processes per construction project that worked and those that need improvements and recommending improvements strategies to the implementation process.

2.3.2 Damage Assessment Key Deliverables

Contractor shall complete and submit an Allowable Activities (AA) and an Estimated Cost of Repair (ECR) report for each property including the following

- Sketches and photos
- Damage assessments reports
- Estimated cost assessments

2.3.3 Inspection Services Key Deliverables

- Initial, interim, final scope definition inspection reports
- Data and results in a form and format acceptable to VIHFA, as agreed upon.
- Documents in support of closeout

3.0 KEY PERSONNEL

Each proposal shall describe the organizational structure of the proposed team.

At a minimum each proposal shall include:

- a) An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and sub-contractors.

- b) Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
- c) Roles, responsibilities, minimum qualifications and experience of Key Personnel are included in the table below. The Proposal narrative must include an overall staffing approach, including Key Personnel and other staff or subcontractors to be assigned. It is expected that the Respondent will provide Key Personnel for the following roles; however, if the Respondent feels additional Key Personnel are needed for the services, please include the additional roles, with description and qualifications for each role.

3.0.1 Key Personnel Roles

Role	Responsibility	Minimum Qualifications
Construction Manager	The Senior Construction Manager reports to the VIHFA CDBG-DR Construction Manager and is responsible advising VIHFA on program design (including rehabilitation standards), the preparation of scopes of work for damaged structures and repair or reconstruct residential homes.	Master’s degree in Construction Management, Civil Engineering, Business or related field and 5 years of relevant experience OR Bachelor’s degree in Construction Management, Civil Engineering, Business or related field and 10 years of relevant experience
Site Assessment and Inspection Manager	The Site Assessment and Inspection Manager is responsible for damage assessments, scopes of work, cost estimates, green building compliance, change order review, payment request review, site safety protocols, project prioritization, regulatory compliance and coordination with other consultants.	Master’s degree in Construction Management, Civil Engineering, Business or related field and 5 years of relevant experience OR Bachelor’s degree in Construction Management, Civil Engineering, Business or related field and 10 years of relevant experience

Inspector	The Inspector reports to the Site Assessment and Inspection Manager and is responsible for the timely completion of inspection reports including reviewing scope of work, checklists, damage and safety evaluations, and regulatory compliance.	Bachelor’s degree and 3 years of relevant experience OR 5 years of applicable experience.
Document Control / Admin Support	The Document Control / Admin Support professional will assist the project Managers in their day-to-day duties and is responsible for all documentation filing, dissemination of reports, tracking, and scheduling.	Bachelors degree and 3 years of relevant experience OR 5 years of applicable experience.

3.0.2 Key Personnel Replacement

Key Personnel are those Contractor personnel considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. VIHFA reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six months of contract performance. VIHFA shall be notified in writing of any proposed substitution at least thirty (30) days in advance.

Such notification shall include:

- a) An explanation of the circumstances necessitating the substitution;
- b) A complete resume of the proposed substitute;
- c) And any other information requested by VIHFA to facilitate evaluation of Contractor’s substitution request. VIHFA reserves the option of reviewing, re-evaluating and rescoring Contractor’s response to this solicitation and further reserves the option of invalidating the Contractors’ response to this solicitation due to excessive substitutions.

4.0 QUALIFICATIONS

The VIHFA is seeking a firm or individual with substantial experience and success in Construction Management Services. The selected respondent must be able to adequately demonstrate their experience in Construction Management in their proposal submittal, and in particular experience with

CDBG-DR construction management. VIHFA desires that the firm's resources meet or exceed criteria listed in Part 2: Scope of Work and Part 3: Qualifications.

4.1 REQUIREMENT OF LEGAL ENTITIES

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the area in which they are incorporated at the time of the submission of their responses to this RFP. Such respondents shall attach a current certificate of good standing (or its equivalent) to their proposals from the Secretary of State in the area in which they are incorporated. Upon contract execution, the successful Respondent will show evidence of its applications to register with the US Division of Corporations and Trademarks and to obtain the required licenses or certification to do business in the USVI.

4.2 REQUIRED MINIMUM QUALIFICATIONS OF RESPONDENT

The following subsections are required minimum qualifications.

- i. Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall have the appropriate state business license at the time of the submission of their Proposal to this RFQ. Such Respondents shall attach its license to do business.

Nevertheless, as noted in Section 4.1, the successful Respondent will be expected to show its application to obtain the required licenses and certification to do business in the USVI.

- ii. Neither Respondent or its principals, nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent VIHFA from selecting Respondent. Such adverse findings may include, but are not limited to, the following:
 - a) Negative findings from the Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State
 - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in any State or Territory
 - c) Pending litigation with the USVI or any other State or Territory
 - d) Arson conviction or pending case
 - e) Sexual Harassment conviction or pending case
 - f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
 - g) In rem foreclosure
 - h) Sale of tax lien or substantial tax arrears
 - i) Fair Housing violations or current litigation
 - j) Defaults under any Federal, Territory, State or locally-sponsored program
 - k) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
 - l) Past or pending voluntary or involuntary bankruptcy proceeding
 - m) Conviction for fraud, bribery, or grand larceny

- n) Listing on the Federal or State excluded parties lists
- iii. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial Statements for the past two (2) years must be included in the Proposal.
- iv. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- v. Respondent has provided references as proof of a satisfactory performance record.
- vi. Respondent has a satisfactory record of integrity and business ethics.
- vii. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- viii. Respondent has thoroughly reviewed the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56) on September 8, 2017 and the Budget Bill (Pub. L. 115-123), all pertinent Federal Register notices, and the USVI Action Plan and all amendments thereto.
- ix. Respondent has established prior experience in successfully performing the scope of services requested.
- x. Respondent and its employees hold and maintain any and all territorial, federal, state, and local licenses or certifications as required to perform the services requested.
- xi. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The following subsections are required minimum qualifications.

- i. Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business. If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity.
- ii. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Audited financial statements for the past 2 years must be included in the proposal submission.
- iii. Respondent is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- iv. Respondent has adequate staffing to fulfill the required services throughout the entire contract term.

- v. Respondent must provide full listing of all pending and resolved litigation, failure to provide information will deem the proposal disqualified
- vi. Respondent has the necessary organization, experience, construction management expertise, operational controls, and other necessary technical skills, or the ability to obtain them.
- vii. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- viii. Respondents must demonstrate they have knowledge and/or prior experience in the following areas, at a minimum:
 - a) CDBG statutory and regulatory requirements, including specific rules for CDBG-DR funding, and all cross-cutting regulations (e.g., M/WBE, Section 3, National Environmental Policy Act (NEPA), Uniform Relocation Assistance and Real Property Acquisition Act (URA), Davis-Bacon and Related Acts)
 - b) Federal and state rules regarding lead paint and other environmental health hazards (e.g., mold, asbestos, radon)
 - c) USVI zoning, building and housing laws and regulations, including the USVI Development Code and Building Energy Code
 - d) Damage assessment and cost estimation
 - e) Engineered blueprints, as needed
 - f) Construction documents drafting and review
 - g) Construction project oversight, progress inspection, and wage compliance monitoring
 - h) Construction contract administration
 - i) Reporting and performance metrics
 - j) Customer service

Additionally, the selected firm must have or hire individuals or firms with the qualifications, knowledge, skills and abilities for their assigned tasks, and/or have a qualified plan to train staff as necessary with the requisite skills and proficiencies.

A Proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the Program from selecting the firm or any person or entity associated or partnering with the firm. Such adverse findings include, but are not limited to:

- i. Negative findings from the USVI Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
- ii. Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in USVI or another U.S. state.
- iii. Pending litigation within the USVI, any other U.S. state, or any municipality located in USVI or another U.S. state.

- iv. Suspension or debarment as ineligible on the System for Award Management (SAM)
- v. Certify whether Respondent or its principals, or any of its subcontracting entities have any current or pending sale of tax lien or substantial local, state or federal tax arrears.
- vi. Fair Housing violations or current litigation.
- vii. Defaults under any Federal, Territory or locally-sponsored program.
- viii. A record of substantial building code violations or litigation against properties owned and/or managed by the Respondent or by any entity or individual that comprises the Respondent.
- ix. Past or pending voluntary or involuntary bankruptcy proceeding.
- x. Conviction for fraud, bribery or grand larceny by any principal of the Respondent.

5.0 TERM OF ENGAGEMENT

The VIHFA will contract for the services of Construction Management for a period of two (2) year, subject to the VIHFA's option to extend the term of the contract for similar term subject to satisfactory performance. The VIHFA reserves the right to modify and/or terminate the contract if the successful organization fails to perform in a manner consistent with the terms of the contract.

6.0 PRICE AND PAYMENT

Cost Proposal: Respondents must provide fully burdened hourly rates for all staff as requested to complete the tasks as set forth in this RFP. Respondents are also to submit proposed costs for start-up operations and on-going costs as outlined in the Bid Sheet.

The Contractor must anticipate that personnel will work onsite a maximum of 40 hours per week, possibly on staggered schedules, which will include weekends, to complete the assigned tasks. Any hours above 40 per week will require approval by the VIHFA Director of CDBG-DR and will be paid at the same hourly billing rate.

The contract will be funded, in whole or in part, by CDBG-DR funds. Therefore, funding and payment of the contract will be based on requirements and availability of the CDBG-DR funds by VIHFA. The prime Contractor is responsible to submit all required documentation for payment to VIHFA.

Please note, the information requested in the cost proposal may not necessarily reflect what the structure of the final contract will be.

7.0 USE OF SUBCONTRACTORS

VIHFA may have a single prime Contractor as the result of any contract negotiation and may elect the option to select more than one Contractor. The Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding,

Respondents may enter into subcontractor arrangements, limited to one tier of subcontracting, however, shall acknowledge in their proposal total responsibility for the entire contract.

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

Unless provided for in the contract with VIHFA, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of VIHFA. Additionally, the subcontractor shall not subcontract for any portion of work they are expected to complete.

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

The prime Contractor should obtain an executed statement from each subcontractor affirming the following and have available upon request by VIHFA: "I have read and understand the RFP and final version of the proposal submitted by (Proposer)."

8.0 REQUESTS FOR PROPOSALS ANTICIPATED SCHEDULE

RFP SCHEDULE	DATES and TIMES
RFP release date	April 11, 2019
Pre-Proposal Conference	April 24, 2019
Deadline for Questions	May 9, 2019
Question Responses Deadline	May 16, 2019
Proposals Submission Deadline	May 23, 2019
Announcement of Contract Award	June 13, 2019

Please note that the RFP timeline includes target dates and may change. It is the responsibility of respondents to periodically review VIHFA websites for regular updates to the RFP timeline and other important information, which may alter the terms or requirements of this RFP.

9.0 NUMBER OF AWARDS

The Respondent recognizes that, at the sole discretion of VIHFA and based upon the breadth and experience of respondents to this RFP, VIHFA may decide to award contracts to more than one Respondent, however, VIHFA currently anticipates awarding one prime contract pursuant to this

RFP. Nothing in this paragraph shall be construed in derogation of VIHFA's right, in its sole discretion, to cancel this RFP.

10.0 ISSUING AND PROCURING OFFICE

This RFP is being issued for VIHFA. All general correspondence and inquiries about the RFP should be submitted in writing and sent to the Procurement Officer listed below:

Virgin Islands Housing Finance Authority
Community Development Block Grant-Disaster Recovery Program
3438 Kronprindsens Gade
GERS Complex 1st Floor, Suite 4
St. Thomas, VI 00802

Email: nroberts@vihfa.gov
Attention: Nicole Roberts

Inquiries can be made by e-mail and must be completed using **Attachment 2**. Mark subject line for emails "RFP 003-2019-DR-STT/STX".

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

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information can be given. The potential respondent shall acknowledge the receipt of each addendum in their Cover Letter. VIHFA will send copies to all Respondents that submitted questions in the form of an Addendum to the RFP seven (7) days after the question deadline, and responses to the questions will be posted on the VIHFA website. Respondents shall rely only on written statements issued through or by VIHFA Procurement/Contract Officer.

If VIHFA amends this RFP, the Procurement/Contract Officer will email the addenda to all potential respondents and will post such notice on its website. VIHFA will **not** be held responsible if any potential Respondent does not provide current contact information to receive all addenda. It is the responsibility of the potential respondents to update all contact information and contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

11.0 CONFLICT OF INTEREST

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

A respondent must also disclose any existing contractual work for the: (i) Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; and/or (ii) any current contractors/vendors of the Territorial Government or VIHFA, identify any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

12.0 M/WBE

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate. Respondents may provide evidence of M/WBE certification for the partnering firm from the issuing state as applicable.

Respondents must document [good faith efforts](#) to provide meaningful participation by M/WBE firms.

13.0 GENERAL FEDERAL GRANT REQUIREMENTS

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

14.0 HUD GENERAL PROVISIONS

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Attachment 3. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth in the attachment.

15.0 PRE-PROPOSAL CONFERENCE

VIHFA will conduct a Pre-Proposal Conference in its Training Room located at #3202 Demarara Plaza, Suite 200, St. Thomas, VI 00802 at **10:00 AM Atlantic Standard Time (AST)** on April 24,

2019. Respondents may also participate via teleconference by dialing: 1-866-899-4679, Access Code 325-420-685.

It is highly recommended that you thoroughly review the requirements of the RFP prior to the Pre-Proposal Conference. All prospective Contractors are urged to attend. Non-attendance on the part of a Contractor shall not relieve the prospective respondent of any responsibility for adherence to any of the provisions of this proposal package or any addenda thereto.

16.0 DELIVERY OF BID PACKAGES

All responses to this RFP are to be submitted no later than **4:00 PM AST on May 23, 2019**. Submissions must be packaged in a sealed envelope. (1 original, 4 copies).

Bid Packages must be submitted via mail or hand delivered to:

Virgin Islands Housing Finance Authority
Community Development Block Grant-Disaster Recovery Program
3438 Kronprindsens Gade
GERS Complex 1st Floor, Suite 4
St. Thomas, VI 00802
Attention: Nicole Roberts

RFP 003-2019-DR--STT/STX

Bids may **not** be submitted via email or fax.

The bid package should include five (5) properly labeled, sealed envelopes. One labeled original and containing an original hardcopy of all the materials and the other four containing copies of the original. Within each of these bid package envelopes, the contents should be divided into two (2) sub-envelopes, according to the specifications below and sealed.

The envelopes must be clearly marked. Failure to clearly mark each bid package with this information may cause VIHFA to inadvertently open the bid package before official closing date and time. VIHFA will mark all received bid packages with the date and time of receipt. Bids received after the official deadline will be considered **LATE** and will **not** be opened nor considered.

16.1 BID PACKAGE FORMAT & PROPOSAL CONTENT

To be considered for award, the bid package shall meet the following requirements. Failure to meet the requirements as outlined will disqualify the respondent.

Main Envelope (Labeled “Originals” or “Copy 1, 2, 3, or 4”)

Sub-Envelopes to include:

Sub-Envelope 1

A. Cover Letter –

- i. The cover letter should be on the company's official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in their submittal.
- ii. The letter should acknowledge the receipt of all addenda.
- iii. It shall state, if awarded the contract, that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any.
- iv. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- v. It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- vi. Confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- vii. The Proposer must also disclose, and identify, any existing contractual work for the Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identity any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

B. Executive Summary –

- i. A summary of the Respondent's qualifications;
- ii. A brief statement of the Respondent's understanding of the scope of work to be performed;
- iii. Confirmations addressing any pending litigation statements detailed in L below;
- iv. Ability to meet the overall requirements in the timeframes requested by VIHFA;
- v. Confirmation that the Respondent has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license;
- vi. Confirmation that the Respondent has not had a record of substandard work within the past five (5) years;

- vii. Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- viii. Confirmation that Respondent has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ix. Has a written agreement with any person or subcontractor listed in the proposed project staff or team;
- x. Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP;
- xi. Provide a descriptive list of any and all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Respondent or any of its officers, directors, or management personnel were or are defendants or targets of investigation;
- xii. Provide a descriptive list of any and all civil lawsuits in the past five (5) years in which the Respondent or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000; and
- xiii. Any other information that the Respondent feels appropriate.

C. Enclosure Checklist – Complete **Attachment 1** to confirm that all documents have been submitted and enclosed.

D. Non-Collusive Affidavit – Complete **Enclosure Document A**. The form must be notarized.

E. Debarment Certification Form – Complete **Enclosure Document B**.

F. Contract Document Checklist Form – Complete **Enclosure Document C** and submit your current Business License. For this section, Respondent must provide evidence that the company is licensed to provide Construction Management Services. The Business License must be relevant to the Scope of Work for this solicitation.

G. Contractor's Qualifications Statement Form – Complete **Enclosure Document D**. For the Reference Section of the form, provide at least three (3) references for the most recent, relevant work comparable to the scope requested in this RFP. At a minimum, one of the three (3) references must be for the prime Contractor.

H. Conflict of Interest – Complete **Enclosure Document E**

I. Authorization for Background Check & Financial Information – Complete **Enclosure Document F**

J. Prior Performance Certification – Complete Enclosure Document G

K. Firm Background/Credentials – Provide the resumes of the key staff that will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.

L. Pending Litigation Notifications - *Proposers must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings. Full details must be provided in this section of the response.*

- The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
- The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
- The Proposer shall provide a statement documenting all open, pending or resolved litigation initiated by Proposer or where Proposer is a defendant in a customer matter within the past ten (10) years.

M. Proposal – Proposals shall be limited to no more than 25 pages.

Provide a synopsis of your approach to managing the outlined scope of work, proposed schedule for staff and overall management style for achieving the Scope of Work. Proposal content shall include:

- a. Summary
 - a. Provide a summary including a description of the respondent's mission, and an explanation of the types of services the respondent provides that relate to this RFP.
 - b. Briefly describe any significant changes to the management and/or structure of the respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.
 - c. The name, address, telephone, fax, and email of the respondent should be included. The Respondent shall provide its office locations, number of full time employees, date of incorporation, and number of years providing construction management services, in particular, noting years related to CDBG disaster recovery construction management services.
- b. Experience and Qualifications
 - a. Provide a summary of the types of services the Respondent offers that relate to this RFP.
 - b. Provide specific details on any previous experience with construction management-related disaster recovery services.

- c. Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
- d. Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project.
- e. Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
- f. Provide examples of current or past experiences for the Respondent and for any partners or subcontractors related to projects of similar size and scope as requested in this RFP.
- g. If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.

Any subcontractor included in the Proposal must have agreed in writing to being included in the Respondent's proposed project staff or team. Any such written agreement must be produced to VIHFA upon request. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to VIHFA.

c. Organizational Chart

- a. Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
- b. In addition, for any staffing functions for which specific roles have not been provided in this RFP, the respondent should submit a list, describe, and discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

d. Approach & Methodology

- a. Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of VIHFA.
- b. Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined.
- c. Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to avoid waste, fraud, and abuse.
- d. Respondent should also demonstrate how it proposes to work with the Program on any necessary modification of policies and procedures, identified during the course of program implementation and administration.

- e. Proposals should address a Respondent's anticipated approach and capability to coordinate with other providers performing services for the Program (e.g. case management, outreach).
- f. Proposals must demonstrate knowledge of local communities and community specific needs, including experience with concrete, masonry structures similar to the standard housing structures in the Territory.
- g. Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
- h. Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);
- i. Describe the proposed mechanisms for delivering services, e.g. through new offices operated by the Contractor, through the facilities of subcontractor firms, or other means;
- j. Describe the Respondent's strategy for ensuring collaborative, consistent and productive communication with VIHFA-assigned QA/QC contractor and other Program contractors;
- k. Describe the strategy for recruiting and hiring any subcontractors that are essential to the Program's success but have not yet been identified. Additionally, describe how the Proposer will work with and assist in managing the selected subcontractors;
- l. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIHFA;
- m. Describe the strategy for preventing fraud and abuse, and for complying with state and federal guidelines.

Unless provided for in the contract with the VIHFA, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

e. Timeline and Staffing Plan

- a. The Respondent shall provide a timeline for the execution of services as detailed in the RFP.
- b. The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels from initial start-up and throughout the life of the Program.
- c. The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

- d. Staffing plan shall include a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- e. Clearly identify the number of staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners. If applicable, please provide a pending or executed contract, MOU, or agreement. If the agreement is pending a successful proposal, it must be executed, and a copy submitted to VIHFA prior to the execution of the contract under this RFP.
- f. Management Plan and Quality Assurance / Quality Control
 - a. The Respondent shall provide detailed information on its management plan for the services and its quality assurance / quality control procedures associated with the scope of work.
 - b. Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to CDBG-DR eligibility requirements, hiring and contracting requirements, including Section 3, federal and state labor standards, and M/WBE compliance.

Sub-Envelope 2

- A. Bid Sheet** – Complete **Enclosure Document H**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.

Each respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their proposal package closely follow the sequence and organizational outline described in this section.

16.2 REQUIRED DOCUMENTS

The successful respondent shall have ten (10) days from the day the notice of selection is received to submit the following documents:

- A. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company's Annual Report on June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.
- B. Liability Insurance** – The successful respondent will be required to obtain and have in place Liability Insurance in an amount no less than Five Hundred Thousand Dollars

(\$500,000.00). The Insurance policy shall name the VIHFA as an “Additional Insured”. The successful respondent must provide a copy of the Liability Insurance.

C. Worker’s Compensation - The successful respondent will be required to provide proof of Worker’s Compensation.

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

17.0 SELECTION PROCESS

VIHFA will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. Awards are made to the most responsive bidder that provides the proposal that is most advantageous to VIHFA, considering such factors as the Bidder's ability to perform the work of the kind involved in the bid under consideration, the Bidders' past experience, time of delivery, etc. and not solely the lowest price.

VIHFA, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of VIHFA. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

Through an evaluation panel, VIHFA will establish a shortlist, either through a natural break in scores or a technically viable cut off technical score. The panel will then evaluate the Price Proposals of only those proposals that have made the cut off/it deems technically qualified. Depending on the number of respondents, VIHFA reserves the right to deviate from this approach.

VIHFA reserves the right to award contracts based on initial proposals received, without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms.

The Evaluation Committee Panel is responsible for evaluating all responsive Respondents’ submittals. The Evaluation Committee Panel will consider the following criteria:

Evaluation Factors	Total Points
<u>Technical</u>	
Technical Qualifications and Experience	30
Construction Management Services Capabilities	20
Approach and Methodology	30
<u>Pricing</u>	
Pricing	20

Total:	100
---------------	-----

The proposer with the lowest total pricing shall receive a score of 20 points for the pricing category. The remaining proposers will receive a price score based upon the following formula:

$$CS = (LCP/PC*20)$$

Where:

CS = Computed cost score (points) for proposer being evaluated

LCP = Lowest cost proposed of responses deemed technically feasible

PC = Proposer's total cost

17.1 RIGHT TO REJECT BID PACKAGES

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

17.2 CHANGES, ADDENDA, AND WITHDRAWALS

VIHFA reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.vihfa.gov/disaster-recovery/contracts>.

17.3 WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Respondent must be submitted to the RFP Coordinator identified in the RFP.

17.4 COST OF OFFEROR PREPARATION

VIHFA shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the VIHFA.

17.5 CONTRACT AWARD AND EXECUTION

VIHFA reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. VIHFA reserves the right to contract for all or a partial list of services offered in the proposals. VIHFA reserves the right to negotiate reduced payment terms with the awarded Proposer(s).

Enclosures

- **Enclosure Document A**
 - **Enclosure Document B**
 - **Enclosure Document C**
 - **Enclosure Document D**
 - **Enclosure Document E**
 - **Enclosure Document F**
 - **Enclosure Document G**
 - **Enclosure Document H**
- Non-Collusive Affidavit**
 - Debarment Certification Form**
 - Contract Document Checklist Form**
 - Contractor's Qualification Statement Form**
 - Conflict of Interest**
 - Authorization for Background Check & Financial Information**
 - Prior Performance Certification**
 - Bid Sheet**

Attachments

- **Attachment 1** **Enclosure Checklist**
- **Attachment 2** **Form for Submission of Inquiries**
- **Attachment 3** **HUD General Provisions**

ENCLOSURE DOCUMENT A
Virgin Islands Housing Finance Authority
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

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

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

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

Subscribed and sworn to before me at (location) _____,

this _____ day of _____, 2019, by _____

of legal age, _____

(Trade or Corporation)

and personally known to me.

(SEAL)

Public Notary

ENCLOSURE DOCUMENT B
Virgin Islands Housing Finance Authority
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The respondent certifies, by submission of this RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) The respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.
- (4) Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this RFP Response.

Name and Title of Authorized Representative

Signature

Date

ENCLOSURE DOCUMENT C
Virgin Islands Housing Finance Authority
CONTRACT DOCUMENT CHECKLIST

The form must be completed and copies of the associated supporting documentation must be provided.

Name of Contractor: _____
Contact Person: _____ Telephone Number: _____

1. ___ Contractor Corporate Documents

___ **Corporation** ___ Copy of Articles of Incorporation & By Laws
 ___ Letter of Good Standing from Office of the Lt. Governor

___ **LLC** ___ Copy of Articles of Organization
 ___ Copy of & Operating Agreement
 ___ Certificate of Existence from Office of the Lt. Governor

___ **Sole Proprietor** ___ Copy of Trade Name Certificate

2. ___ Current business license Expiration date: _____/_____/20___

Type of business license: _____

3. ___ Employer Identification Number (EIN/ SSN): _____

4. ___ DUNS: _____

5. ___ Insurance Binder Expiration date: _____/_____/20___
Type of Insurance: ___ General Liability ___ Automobile ___ Errors and
Omissions

-----*For VIHFA use only*-----

6. ___ Proposed Scope of Work TB# _____ IFB# _____ RFP# _____ RFQ# _____

7. ___ Bids ___ Signed Bid Evaluation Spreadsheet

8. ___ Request for Approval from CBDG-DR Director and approval by Chief Operating Officer & Executive Director.

CDBG-DR Staff Final Review Date: ____ / ____ /20____

Date Submitted by CDBG-DR ____ / ____ /20____

Outstanding Issues: _____

CDBG-DR Director: _____ Date approved: _____

Legal Counsel: _____ Date approved: _____

Date Submitted to Executive Director for Contract Approval: ____//20____

Suggested # of Days in Contract _____

Mobilization/Payment Terms _____

ENCLOSURE DOCUMENT D
Virgin Islands Housing Finance Authority
CONTRACTOR'S QUALIFICATION STATEMENT

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) Corp. _____ LLC _____ Partnership _____ Sole Proprietorship _____

Business Location (office): _____
Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____

Number of Years licensed to conduct business _____

Number of Construction Management Services completed in the last 5 Years _____, Average value of these Contracts \$ _____

Do you have current Liability Insurance Coverage? Yes No If yes, value \$ _____

Have you ever failed to complete a project, been fired and/or sued by one of your clients? _____
(If yes, explain on another sheet, the circumstances and outcome)

Are there or have there been any Claims, Arbitration, Judgments or Liens against you? _____
(If yes, explain on another sheet, the circumstances and outcome)

Complete the following pages for information related to your current and past projects references/client listing.

List the **Subcontractors** you will utilize: _____

Certification of truth of the above Statements, by: _____

Title: _____

Request for Proposals
RFP 003-2019-DR-STT/STX
Construction Management Services
Page 34

Provide at least three (3) references for the most recent, relevant work comparable to the scope requested in this RFP. At a minimum, one of the three (3) references must be for the prime Contractor.

#	Name of Client	Project Title	Project Description	Specific Deliverables	Contract Value	Contract Start and End Date	% Complete	Reference Contact Name	Phone and Email of Reference Contact
1									
2									
3									
4									
5									

Certification of truth of the above Statements, by: _____ Title: _____

ENCLOSURE DOCUMENT E

Virgin Islands Housing Finance Authority

CONFLICT OF INTEREST

By signing this form, the Respondent certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the Respondent, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the Respondent, subcontractor, employee, or consultant).

Conflicts may arise in but not limited to the following situations:

- (a) Unequal access to information. A potential respondent, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in the Virgin Islands.
 - (b) Biased ground rules. A potential respondent, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract for disaster recovery services in the Virgin Islands.
 - (c) Impaired objectivity. A potential respondent, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
- 1) Proposer must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
 - 2) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the VIHFA will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.
 - 3) The Respondent, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proponent has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Respondent, _____, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. **RFP 003-2019-DR-STT/STX** that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The Respondent further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the VIHFA's satisfaction, such conflict of interest (or apparent conflict of interest).

Name and Title of Authorized Representative

Signature

Date

ENCLOSURE DOCUMENT F

Virgin Islands Housing Finance Authority

AUTHORIZATION FOR BACKGROUND CHECK & FINANCIAL INFORMATION

By signing this Authorization, the Proposer authorizes the Virgin Islands Housing Finance Authority (VIHFA) to seek any background and/or financial information it deems' necessary to evaluate the Respondent's financial capacity in connection to the Request for Proposal (RFP) referenced above.

Name of Proposer Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

ENCLOSURE DOCUMENT G
Virgin Islands Housing Finance Authority
PRIOR PERFORMANCE CERTIFICATION

1. Has the Proposer or any of its Team Members been notified with a “Letter of Concern”, which refers to any written communication from a Government entity notifying the Proposer or any of its Team Members, wariness or caution about the performance under a contract to provide services.
- Yes No Other (Specify): _____

If yes, provide a copy of every “Letter of Concern” received from and as a contractor of a Government entity.

2. Has the Proposer or any of its Team Members been found in default of contract terms with any contracting entity?
- Yes No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

Yes No Other (Specify): _____

Name of Surety Company: _____

Telephone of Surety Company: _____

Contact Person of Surety Company: _____

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

Proposer Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

ENCLOSURE DOCUMENT H
BASE BID SHEET

CONSTRUCTION MANAGEMENT SERVICES
for the
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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

Instructions: For Section 1, the respondent should complete the Number of Staff, Hourly Rate, Estimated Hours per Week and calculate the Estimated Total in the chart below. For Section 2, the respondent should provide one lump sum amount for each of the one time start-up costs. For Section 3, the respondent should provide the weekly or monthly amount as requested, times the corresponding number of weeks or months to provide the estimated total.

Note: If additional Key Personnel roles are submitted as part of the respondent’s proposal, please provide an additional sheet detailing the Position, # of Staff, Hourly Rate, Estimated Hours per Week, and Estimated total based on 100 weeks.

These costs are being provided for purposes of evaluating bids and determining reasonable cost for these items. Depending on the structure of the winning bidder's response, not all costs may ultimately be included in the final contract.

Position	# of Staff	Hourly Rate	Estimated Hours per Week	Estimated Timing	Estimated Total
Section 1					
Construction Manager				100 weeks	
Site Assessment and Inspection Manager				100 weeks	
Inspector				100 weeks	
Document Control / Admin Support				100 weeks	
SUBTOTAL	N/A	N/A	N/A	N/A	
Section 2					
<i>Start-up of Operations:</i>	Unit				Estimated Total

Equipment and supplies for on-island offices	1	N/A	N/A	N/A	
Mobilization and office set up of on-island locations	1	N/A	N/A	N/A	
Other Necessary One Time Costs (Please itemize on a separate sheet)	1	N/A	N/A	N/A	
SUBTOTAL – Start-up of Operations	N/A	N/A	N/A	N/A	
Section 3					
<i>Ongoing Expenses</i>	Unit	Rate		Estimated Timing	Estimated Total
Utilities	1		N/A	24 months	
Travel, Housing, and Per Diem (weekly lump sum)	1		N/A	100 weeks	
Other Necessary Costs (Please itemize on a separate sheet)					
SUBTOTAL – Ongoing Expenses	N/A	N/A	N/A	N/A	
TOTAL	N/A	N/A	N/A	N/A	

PLEASE PRINT OR TYPE NAME & THEN SIGN BELOW

NAME: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

DATE: _____

ATTACHEMENT 1
Virgin Islands Housing Finance Authority
ENCLOSURE CHECKLIST

RFP 003-2019-DR-STT/STX
Construction Management Services

Proposer:

Date:

<input type="checkbox"/>	Enclosure Document A Non-Collusive Affidavit
<input type="checkbox"/>	Enclosure Document B Debarment Certification Form
<input type="checkbox"/>	Enclosure Document C Contract Document Checklist Form
<input type="checkbox"/>	Enclosure Document D Contractor's Qualification Statement Form
<input type="checkbox"/>	Enclosure Document E Conflict of Interest
<input type="checkbox"/>	Enclosure Document F Authorization for Background Check & Financial
<input type="checkbox"/>	Enclosure Document G Prior Performance Certification
<input type="checkbox"/>	Enclosure Document H Bid Sheet

ATTACHEMENT 2
Virgin Islands Housing Finance Authority
FORM FOR SUBMISSION OF INQUIRIES

RFP 003-2019-DR-STT/STX
Construction Management Services

Submit additional sheets of this Form for Submission of Inquiries if more than 10 questions are to be submitted

Proposer:

Date:

No. Question	RFP Section or Document	RFP or Document Page No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ATTACHMENT 3

HUD GENERAL PROVISIONS

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

The Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Subcontractor shall cooperate with all VIHFA efforts to comply with HUD requirements and regulations pertaining to

reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

The Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

When subcontracting, the Subcontractor 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:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,

(vi) Specifying only a *brand name* product instead of allowing *an equal* product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

The Subcontractor represents to VIHFA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

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

17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

19. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subcontractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

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

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

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

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

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

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

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

VIHFA may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Subcontractor. If the contract is terminated by VIHFA as provided herein, the Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

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

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

Equal Opportunity for Workers With Disabilities

1. The Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and

- ix. Any other term, condition, or privilege of employment.
 2. The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the 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.
 4. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the 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).
 5. The Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the 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.
 6. The Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
25. EXECUTIVE ORDER 11246
(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

- A. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Subcontractor 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 Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the 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 Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise

provided by law.

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

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

The Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

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

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

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

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 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 Subcontractor 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 Subcontractor will take such action as the government may direct as a means of enforcing such provisions.

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

The 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 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

29. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

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

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

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

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 Subcontractor agrees to send to each labor organization or representative of workers with which the 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 Subcontractor 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 Subcontractor 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 Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the 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 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).

31. FAIR HOUSING ACT

Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. DRUG-FREE WORKPLACE

It is the policy of VIHFA to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors is strictly prohibited. Contractor(s) shall comply with all the requirements and procedures set forth in Drug-Free Workplace Act of 1988, as amended and with 24 CFR 21, which is incorporated into this Agreement and is on file in the VIHFA's Procurement Office. Contractor shall require that its subcontractors comply.