REQUEST FOR MINI-BIDS
RFB 003-2019-DR-STX

ENVIRONMENTAL REVIEW, ASSESSMENTS, AND TESTING SERVICES

Issue date:
September 13, 2019

Submittal deadline:
September 27, 2019

Contact person:
Nicole Roberts
CDBG-DR Procurement Officer
nroberts@vihfa.gov
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HUD GENERAL PROVISIONS
1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting bids from qualified and licensed firms (“Respondents”) to provide Environmental Review, Assessments, and Testing Services in connection with its administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds. VIHFA is the Territory’s grantee to HUD responsible for administering CDBG-DR funds. This solicitation is subsequent to RFB 003-2019-DR-STX: Environmental Review, Assessments and Testing Services where firms were pre-qualified to provide these services. VIHFA’s mission is to increase access to housing and community development opportunities by developing innovative programs and projects. The Authority has offices in both St. Thomas and St. Croix and services the entire United States Virgin Islands (U.S. Virgin Islands or “the Territory”).

2.0 PROPOSAL (GENERAL) DESCRIPTION

The scope of services identified below is intended to provide Environmental Review, Assessments, and Testing Services to aid VIHFA in the analysis of potential environmental impacts presented by various CDBG-DR programs and projects, consult with regulators to implement the regulations set forth in 24 CFR Part 58 HUD Environmental Reviews, and to assist in the preparation of various reports, forms and studies as identified below. The 2 (two) sites requiring services are the following:

- **William's Delight Villas**  
  #158 Estate William's Delight, Frederiksted, St. Croix  
  Year Built: 1969

- **Walter I.M. Hodge Pavilion**  
  #194AA Estate Smithfield, Frederiksted, St. Croix  
  Year Built: 1970

2.1 SCOPE OF WORK

Work to be performed by the selected Contractor includes but may not be limited to:

**Task 1 – Lead Testing**

Location(s): Williams Delight and Walter IM Hodge
- Prepare Survey Reports: Comprehensive lead-containing paint surveys (number of units to be included).

- Prepare Lead Compliance Work Plans: Lead compliance work plans and/or negative exposures assessments for contractors involved in building renovation and demolition projects.

- Perform HUD Compliant Lead-based Paint Inspections: Lead paint inspections in support of the EPA Renovation, Repair, and Painting (RRP) Rule.

- Perform Project Oversight: Air monitoring, and worker exposure air monitoring during remediation activities for compliance with project specifications and local, state and federal regulations.

- Perform Risk Assessment: To include a visual assessment of the building units and paint condition. For example, dust samples would be collected in the areas such as the entryway, common spaces, the kitchen, the living room. Collection of samples can include locations such as floors, interior window sills (stools), window troughs, and other surfaces suspected of contamination.

- Prepare Risk Assessment Report: A written report to include any hazards identified as well as acceptable control measures, including interim control and abatement options.

- Perform Air Tests: Preparation of lead-based paint final air test to include in final survey report.

- Prepare Lead Based Paint Abatement Specifications Report: Lead based paint abatement specifications report in accordance with HUD, OSHA, USVI DPNR or other site-specific requirements.

- Pre-Renovation and Clearance Lead Dust Sampling and Testing: Completed after renovation activities to determine whether lead dust remains after renovation, repair, or painting.

- Perform Lead Clearance Inspection: Clearance on projects involving abatement (as defined by EPA) must be done by a certified risk assessor or a certified lead-based paint inspector. Clearance refers generally to combined visual and quantitative environmental evaluation procedures used to determine that no lead-based paint hazards remain in the area being cleared after lead hazard controls or paint-disturbing renovation or maintenance have been done.

**Task 2 – Asbestos Testing**

Location(s): Williams Delight

- Prepare an Asbestos Survey Report to include but not limited to:
Procedures, including analytical method if appropriate, used to detect the presence of asbestos material and inspection, design, air monitoring, in-place management, encapsulation, enclosure, renovation, repair, removal, any disturbance of Regulated Asbestos Containing Materials (RACM).

- Perform Clearance Monitoring: Area air sampling performed using current EPA clearance sampling techniques to determine the airborne concentrations of residual fibers upon conclusion of asbestos abatement.

- Provide NESHAP Project Plan: An asbestos project which involves at least 160 square feet or 260 linear feet of regulated asbestos containing material (RACM), or 35 or more cubic feet of RACM off a facility component such that the area or length could not be measured prior to abatement. Note: *If several contemporaneous projects in the same area within the same building being performed by the same contractor are smaller than 160 square or 260 linear feet individually but add up to that amount, then the combination of the smaller projects shall be considered one NESHAP project.*

- Remove RACM or facility components that contain or are covered with RACM from any facility.

- Return damaged asbestos-containing material to an undamaged condition or to an intact state to prevent fiber release.

**Task 3 – Mold Testing**

**Location(s):** Williams Delight

- Prepare a Mold Survey Report to include but not limited to:
  
  - Procedures, including analytical method if appropriate, used to detect the presence of mold material and inspection.

- Perform Visual Inspection: To include a visual assessment of the building units to determine the presence of mold.

- Perform Air Quality Testing: To identify the presence of mold particles or spores in the air.

- Prepare Risk Assessment Report: A written report to include any hazards identified as well as acceptable control measures, including interim control and abatement options.

- Perform Clearance Monitoring: Surface sampling to determine if area has been adequately cleaned or remediated.

**2.2 APPLICABLE REGULATIONS**

The services performed shall be subject to the following regulations including but not limited to:

- 24 CFR Part 58. Environmental Reviews;
- Disaster Relief Appropriations Act of 2013;
- National Environmental Policy Act (NEPA);
• Implementing regulations at 40 CFR Part 1500 and 24 CFR Part 58;
• Environmental Review Record (ERR) standards;
• 24 CFR Part 58.5 and 58.6;
• 40 CFR Part 763 (Asbestos Containing Material in Schools);
• 40 CFR Part 1926.1101 (Construction);
• 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions);
• 24 CFR Part 35 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures);
• 40 CFR Part 1926.62 (Construction);
• 40 CFR part 745, subpart Q, or by the EPA, in accordance with 40 CFR part 745, subparts E or L, pursuant to applicable Federal, and Territory regulations;
• Any additional federal and local environmental review requirements.

2.3 CONTRACTOR RESPONSIBILITIES
During the contract period, the contractor will be responsible for:

• Conducting analysis and review in a professional manner;
• Performing all tasks on time based on an agreed upon schedule;
• Providing quality assurance in strict accordance with all industry standards;
• Submitting invoices reflecting staff name, task performed, hours, etc. in a timely manner along with all supporting documentation required; and
• Provide all information and collected data to VIHFA for its records.

2.4 VIHFA RESPONSIBILITIES
During the contract period, VIHFA will be responsible for:

• Assisting with coordinating meetings with the respective government and non-governmental entities;
• Working with consultants to provide access to the units;
• Working with consultants to provide information needed to perform the services described above.

2.5 COMMENCEMENT OF SERVICES
Selected Respondents must be prepared to commence these services within seven (7) days of the issuance of a contract, at the direction of VIHFA CDBG-DR Director and running at full operation within fifteen (15) days of the issuance of a contract.

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 and why the position is needed.

3.1 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;
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 TERM OF ENGAGEMENT
The VIHFA will contract for the services based on the results of the mini bids, 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.

5.0 PRICE AND PAYMENT
Respondents must provide unit prices and hourly rates as applicable for all services/staff as requested to complete the tasks as set forth in this Mini-Bid.

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.

6.0 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 Mini-Bid 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 Mini-Bid and final version of the proposal submitted by (Proposer).”*
7.0 REQUESTS FOR BIDS ANTICIPATED SCHEDULE

<table>
<thead>
<tr>
<th>MINI-BID SCHEDULE</th>
<th>DATES and TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini-Bid Release Date</td>
<td>September 13, 2019</td>
</tr>
<tr>
<td>Site Visits (9:00am and 11:00am)</td>
<td>September 19, 2019</td>
</tr>
<tr>
<td>Bids Submission Deadline</td>
<td>September 27, 2019</td>
</tr>
</tbody>
</table>

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

8.0 NUMBER OF AWARDS
The Respondent recognizes that, at the sole discretion of VIHFA and based upon the breadth and experience of respondents to this Mini-Bid, VIHFA may decide to award contracts to more than one Respondent, however, VIHFA currently anticipates awarding one prime contract pursuant to this Mini-Bid. Nothing in this paragraph shall be construed in derogation of VIHFA’s right, in its sole discretion, to cancel this Mini-Bid.

9.0 ISSUING AND PROCURING OFFICE
This Mini-Bid is being issued for VIHFA. All general correspondence and inquiries about the Mini-Bid 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 “RFB 003-2019-DR-STX”.

From the issue date of this Mini-Bid until a determination is made regarding the selection of a Contractor, all contacts concerning this Mini-Bid 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 constituted the acceptances of all terms, conditions and requirements in this Mini-Bid. 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 Mini-Bid 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 Mini-Bid, 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.

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

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 Mini-Bid.

11.0 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 providing evidence of M/WBE certification for the partnering firm from the issuing state will be deemed as applicable.

12.0 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.

13.0 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.

14.0 SITE VISITS
VIHFA will conduct two (2) site visits on St. Croix. The first site visit will be held at Walter I.M. Hodge Pavilion at 9:00 a.m. and William’s Delight Villas at 11:00 a.m. on Thursday, September 19th, 2019.

- William's Delight Villas
  #158 Estate William's Delight, Frederiksted, St. Croix
- Walter I.M. Hodge Pavilion
  #194AA Estate Smithfield, Frederiksted, St. Croix

It is highly recommended that you thoroughly review the requirements of the Mini-Bid prior to the Site Visits. 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.

Travel related expenses for the site visits will not be reimbursable. All expenses shall be at the sole cost of the Respondent.

15.0 DELIVERY OF BID PACKAGES
All responses to this Mini-Bid are to be received by VIHFA no later than 4:00 PM AST on September 25, 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
RFB 003-2019-DR-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. Bid packages should also include one USB flash drive in Microsoft Office Suite Software or PDF format that contains all two (2) sub-envelope files corresponding to the envelope labels and containing a digital copy of all documents with the original hard copy package in the order specified below.

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.

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

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

C. **Debarment Certification Form** – Complete Enclosure Document B. Please note any changes from the previous submission as applicable.

D. **Contract Document Checklist Form** – Complete Enclosure Document C and submit your current Business License. The Business License must be relevant to the Scope of Work for this solicitation. Provide an updated business license if the business license previously provided has expired.

E. **Conflict of Interest** – Complete Enclosure Document D
F. 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 if there have been any changes/additions to what was previously submitted.

Sub-Envelope 2

A. Bid Sheet – Complete Enclosure Document E. 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.

15.2 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 bids deemed non-responsive and may be immediately disqualified with no further consideration given for potential awarding of the contract.

16.0 SELECTION PROCESS
The evaluation will be based on “best value” and the criteria will include (a) lowest pricing and (b) performance capacity to complete the job within the allotted timeframe.
VIHFA reserves the right to award contracts based on initial bids received, without discussions; therefore, the Respondent’s initial bids should contain its best price terms.

16.1 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.

16.2 CHANGES, ADDENDA, AND WITHDRAWALS
VIHFA reserves the right to change the schedule of events or revise any part of the Mini-Bid by issuing an addendum to the Mini-Bid at any time. Addenda, if any, will be posted at https://www.vihfa.gov/disaster-recovery/contracts.

16.3 WITHDRAWAL OF BID
A Respondent may withdraw a bid that has been submitted at any time up to the date and time the bid is due. To withdraw a bid, a written request signed by the authorized representative of the Respondent must be submitted to the Mini-Bid Coordinator identified in the Mini-Bid.

16.4 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 Mini-Bid shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the VIHFA.

16.5 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 bids submitted. VIHFA reserves the right to contract for all or a partial list of services offered in the bids. VIHFA reserves the right to negotiate reduced payment terms with the awarded Proposer(s).

Enclosures
- Enclosure Document A Non-Collusive Affidavit
- Enclosure Document B Debarment Certification Form
- Enclosure Document C Contract Document Checklist Form
- Enclosure Document D Conflict of Interest
- Enclosure Document E 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 Mini-Bid 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 Mini-Bid 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 (Provide Supporting 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 (Provide Supporting Documents)
   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 CDBG-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

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. RFB 003-2019-DR-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 E

BASE BID SHEET

ENVIRONMENTAL REVIEW, ASSESSMENTS AND TESTING 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 cost per service for each property and the total cost. For Section 2, the respondent should identify the number of staff anticipated to work on each location for each service and the estimated time frame to complete the tasks. For Section 3, the respondent should complete the Number of Staff, Hourly Rate, Estimated Hours per Week and calculate the Estimated Total in the chart below.

Note: If additional services or personnel roles are submitted as part of the respondent’s proposal, please provide an additional sheet detailing applicable unit cost and/or the Position, # of Staff, Hourly Rate, and Estimated Hours per Week.

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.

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Williams Estimated Number of Properties</th>
<th>Walter IM Hodge Estimated Number of Properties</th>
<th>Cost per Property</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Lead Based Paint Testing &amp; Clearance</td>
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<tr>
<td>Asbestos Testing, Oversight, &amp; Clearance</td>
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<td>Other Unit Price Services (Please)</td>
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<td>Type of Service</td>
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<td>Williams Delight Estimated Number of Staff</td>
<td>Williams Delight Estimated Time Frame of Completion</td>
<td>Walter IM Hodge Estimated Number of Properties</td>
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<td>Mold Testing</td>
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<tr>
<td>Other Unit Price Services (Please itemize on a separate sheet)</td>
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### Section 3 – Professional Staff Rates

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<th>Position</th>
<th># of Staff</th>
<th>Hourly Rate</th>
<th>Estimated Hours per Week</th>
<th>Estimated Timing</th>
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<tbody>
<tr>
<td>Project Manager</td>
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<td>Asbestos Inspector</td>
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<td>Lead Risk Assessor</td>
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<tr>
<td>Mold Inspector</td>
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<td>Other Personnel (Please itemize on a separate sheet)</td>
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<td>SUBTOTAL</td>
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<tr>
<td>TOTAL</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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PLEASE PRINT OR TYPE NAME & THEN SIGN BELOW

NAME: ____________________________________________________________________

TITLE: ____________________________________________________________________

COMPANY: ______________________________________________________________

SIGNATURE:_________________________  DATE: ______________
ATTACHMENT 1
Virgin Islands Housing Finance Authority
ENCLOSURE CHECKLIST

RFB 003-2019-DR-STX
Environmental Review, Assessments and Testing Services

<table>
<thead>
<tr>
<th>Proposer:</th>
<th>Date:</th>
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- [ ] Enclosure Document A Non-Collusive Affidavit
- [ ] Enclosure Document B Debarment Certification Form
- [ ] Enclosure Document C Contract Document Checklist Form
- [ ] Enclosure Document D Conflict of Interest
- [ ] Enclosure Document E Bid Sheet
ATTACHMENT 2
Virgin Islands Housing Finance Authority
FORM FOR SUBMISSION OF INQUIRIES

RFB 003-2019-DR-STX
Environmental Review, Assessments and Testing Services
Submit additional sheets of this Form for Submission of Inquiries if more than 10 questions are to be submitted

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<thead>
<tr>
<th>No.</th>
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<th>Mini-Bid or Document Page No.</th>
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</table>
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/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

The 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 3 years following the date of final payment and close-out of all pending matters related to this contract.

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

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

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

12. SECTION 504 OF THE REHABILITATION ACT OF 1973


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

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

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

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

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

17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers)

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

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

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

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

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

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

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

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

The VIHFA may terminate this contract at any time by giving at least 60 days’ notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIHFA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

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


Equal Opportunity for Workers With Disabilities

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

a) Recruitment, advertising, and job application procedures;
b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
c) Rates of pay or any other form of compensation and changes in compensation;
d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
e) Leaves of absence, sick leave, or any other leave;
f) Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
g) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
h) Activities sponsored by the contractor including social or recreational programs; and
i) Any other term, condition, or privilege of employment.

The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

In the event of the Contractor/Subcontractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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

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

The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
25. EXECUTIVE ORDER 11246 (Applicable to construction contracts and subcontracts exceeding $10,000)


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

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

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

The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor/Subcontractor shall comply with VIHFA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:
A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.

A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

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

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

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

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

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

31. FAIR HOUSING ACT

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

32. Federal Funding Accountability and Transparency Act (FFATA)

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

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

33. Procurement

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

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

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

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

36. Lead Based Paint

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

37. Environmental Review Record

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

38. Flood Insurance Requirements

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

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

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

40. Anti-Fraud, Waste and Abuse Checks

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

41. Affirmatively Furthering Fair Housing

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

42. Drug Free Workplace

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

43. Timely Distribution of Funds

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

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A–11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

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

45. Limited English Proficiency

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

46. Personally Identifiable Information

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

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

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a)Certification.

As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b)Plan contents.

The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

The plan shall provide for relocation assistance in accordance with § 42.350.

The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

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

50. Monitoring

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