



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza · Suite 200
St. Thomas · U. S. Virgin Islands · 00802-6447
Telephone (340) 777-4432 · Fax (340) 775-7913

INVITATION FOR BIDS

for

ROSS MIXED USE DEVELOPMENT

PARCEL 26A, 102, 103 & 104 ESTATE TAARNEBERG,
ST. THOMAS, VI



IFB 002-2022-VIHFA-DR-STT-R1

Issue date:

July 5, 2022

Submittal deadline:

August 4, 2022

Contact person:

Nicole Roberts
Procurement/Contract Officer
nroberts@vihfa.gov

 *Unlocking the Door to Affordable Housing*

Updated: 6/30/2022

Virgin Islands Housing Finance Authority

IFB 002-2022-VIHFA-DR-STT-R1
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ROSS MIXED USE DEVELOPMENT
PARCEL 26A,102,103 & 104 ESTATE TAARNEBERG,
ST. THOMAS, VI

1.0 PROJECT SUMMARY

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting sealed bids from qualified and licensed United States Virgin Islands (“USVI”) General Construction Contractors (“Respondent”) for the Construction of the Ross Mixed Use Development Project, which includes the new construction of a three (3) story steel framed and composite concrete slabs structure for a 18,000 SF Commercial, Office and Residential facility on the island of St. Thomas, United States Virgin Islands (“USVI”) in accordance with the Architectural Drawings and Specifications by C.A. Ferreyra & Associates.

2.0 SCOPE OF WORK

Provide an all-inclusive bid for work as specified here-in and in accordance with Architectural Drawings and Specifications, as per the Scope of Work. The Respondent shall be responsible for furnishing all labor, equipment, material, and services necessary for the general types of work listed below:

- Clearing, tree removal, and de-grubbing site, removal of unsuitable soil.
- Excavation of footings and foundations.
- Installation of site utilities and drainage.
- Landscaping, planters, and irrigation system.
- Site signage.
- 2 Concrete Parking areas and striping.
- Concrete slabs on grade, stairs, sidewalks, and curbs.
- Structural Steel framing.
- Elevated composite slabs.
- Exterior wall system.
- Exterior Elevator.

- All windows, doors, storefronts, sliding doors, security screens and roll down shutters.
- Installation of aluminum railing.
- 3rd floor interior finishes
- Roof systems
- Electrical, Mechanical, and Plumbing rough-in and fixtures.

The Contractor shall coordinate with the VIHFA for any required progress inspections and final inspections. The architectural drawings have already been approved by the U.S. Virgin Islands Department of Planning and Natural Resources (“DPNR”) and the Permits are in the VIHFA, St. Thomas office.

3.0 QUALIFICATIONS

The VIHFA is seeking a Respondent, with substantial experience and success in construction of a commercial building in the USVI. The Respondent must have experience constructing a three (3) story steel framed building minimum of five (5) years. The selected Respondent must be able to adequately demonstrate their experience.

4.0 TERMS

The VIHFA will contract for a period of **Seven Hundred Twenty (720) calendar days**, subject to 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. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

5.0 PAYMENT

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 the VIHFA. The prime Contractor is responsible for submitting to VIHFA, all required documentation for payment.

6.0 TERMINATION

Either party may terminate the parties’ contract with or without cause with **thirty (30) calendar days** written notice to other party before the effective date of such termination. The VIHFA may, by written notice, terminate the Respondent’s services, in whole or in part, for failure of Respondent to perform its obligations under the parties’ contract. In such event, the Respondent shall be liable for damages as authorized by law.

7.0 LIQUIDATED DAMAGES

Should the successful Respondent fail to complete the scope of work according to the terms of the contract, the successful Respondent agrees to pay to the VIHFA, as liquidated damages, **\$500.00** for each calendar day or portion thereof that the successful Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid to the successful Respondent, to the extent available.

8.0 USE OF SUBCONTRACTORS

The VIHFA shall have a single prime Contractor and that prime Contractor shall be responsible for all deliverables specified in this IFB. This general requirement notwithstanding, Respondent may enter into subcontractor arrangements. However, Respondent shall acknowledge in its IFB total responsibility for the entire contract. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its package 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 the 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 the VIHFA.

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

9.0 BONDING REQUIREMENTS

The VIHFA may require bonds for construction contracts when deemed appropriate; however, there are no bonding requirements for this IFB solicitation

10.0 CONTRACTOR'S RESPONSIBILITIES

- Bear all cost related to the preparation and submission of the bid package in response to this IFB solicitation.
- Provide a completed "Base Bid Sheet" with a price guaranteed for ninety (90) days and provide the documentation as specified in this IFB solicitation.
- Be a duly licensed General Construction Contractor in the USVI and provide proof a valid USVI Business License.
- Pay all taxes and fees as required by the local and federal statutes.
- Maintain compliance with all permits issued for the project.
- Obtain and provide a copy of current Liability Insurance for Two Million Five Hundred Thousand (\$2,500,000.00) Dollars to cover any claims and damages occasioned by executing the Scope of Work.
- Provide acceptable workmanship, according to "Industry Standards" in each Trade or Scope of Work.
- Provide a Construction Progress Schedule (CPS).
- Fully guarantee all work under the Contract for a period of one (1) year from the date of VIHFA's final acceptance of the work. Remedy and repair any defects in materials or workmanship, without expense to VIHFA, no later than thirty (30) days after receipt of a written notice of a defect and provide a one-year warranty on such repairs.
- Prepare and submit applications for payment accompanied by invoices, based upon the approved Schedules of Values.
- Within thirty (30) days following issuance of Notice to Proceed, the Contractor shall provide to VIHFA a copy of Safety Plan, Quality Control Plan, and a Site Logistics Plan for review and approval.

11.0 VIHFA'S RESPONSIBILITIES

- Provide the Respondent with an electronic copy of the Architectural Plans with specifications.
- Provide assistance, as necessary, in obtaining local permits and in dealing with governmental entities.
- Perform weekly periodic inspections of construction progress to ensure compliance with the project drawings, specifications and VIHFA's policies and procedures.

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- Hold weekly construction meetings and project site visits to maintain coordination of the construction work.
- Review all weekly status reports, draft, and final project close-out reports prior to final acceptances.
- Review all invoices, process pay application packages and ensure timely delivery of payments to the Respondent.

12.0 INVITATION FOR BID SCHEDULE

The following dates are proposed by the VIHFA. The deadlines associated with this IFB are further outlined:

IFB SCHEDULE	DATES	TIMES
IFB Issue date	July 5, 2022	
Pre-Bid Conference	July 12, 2022	10:00 AM
Final date to submit written questions	July 15, 2022	
IFB submittal deadline	August 4, 2022	2:00 PM
IFB Bid Opening	August 4, 2022	3:00 PM

The VIHFA reserves the right to change the Schedule of this IFB by issuing an Addendum at any time.

13.0 ISSUING AND PROCURING OFFICE

This IFB is being issued for the VIHFA. All general correspondence and inquiries about the IFB should be submitted in writing and sent to:

Email: nroberts@vihfa.gov

Inquiries can be made by e-mail and must be completed using **Enclosure Document G**. Mark subject line for email "IFB 002-2022-VIHFA-DR-STT-R1".

From the issue date of this IFB until a determination is made regarding the selection of a Contractor, all contacts concerning this IFB must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the contractor's package. The 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 acceptances of all terms, conditions, and requirements in this IFB. 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. If the VIHFA amends this IFB, the Procurement/Contract Officer will post such notices on its website, <https://www.vihfa.gov/procurement/solicitation>. After the questions deadline, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA Procurement/Contract Officer.

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The VIHFA will **not** be held responsible if any potential respondent does not check the website on a regular basis for all addenda. It is the responsibility of the potential respondents to update all contact information, contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the bid package, and/or check VIHFA's website for updates. The bid package will be considered non-responsive if all modifications are not incorporated.

14.0 PRE-BID CONFERENCE

The VIHFA will conduct a virtual Pre-bid Conference at **10:00 a.m.** Atlantic Standard Time (AST) on **July 12, 2022**. Participants may join the meeting via Zoom at <https://us02web.zoom.us/j/84735500797> Meeting ID: 847 3550 0797 **A site tour shall be scheduled with anyone who request one during the conference.**

It is highly recommended that you thoroughly review the requirements of the IFB prior to the Pre-Bid 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 bid package or any addenda thereto.

15.0 DELIVERY OF BID PACKAGES

All responses to this IFB are to be submitted no later than **2:00 p.m.** AST on **August 4, 2022**.

Bid Packages must be submitted:

via email: procurement@vihfa.gov

The email subject line must be clearly marked "**IFB BID - ROSS MIXED USE DEVELOPMENT**". The VIHFA will not consider fax submission of a bid or email submission received after the deadline and submissions submitted to the wrong email address.

Failure to clearly mark each bid package with this information may cause the VIHFA to inadvertently open the bid package before official closing date and time. The VIHFA will log 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 or considered.

16.0 VIRTUAL BID OPENING

The VIHFA will conduct a virtual Bid Opening at **3:00 p.m.** AST on **August 4, 2022**. Participants may join the meeting via Zoom at <https://us02web.zoom.us/j/87080096254> Meeting ID: 870 8009 6254

17.0 FORMAT OF BID PACKAGE

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

A. IFB Cover Letter - Complete Enclosure Document A.

- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in its submittal. The letter shall also include a statement of understanding of the work to be done and to certify that the company shall adhere to the all the terms and conditions governing the contract. It shall state 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. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. 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. Respondent shall also confirm that the firm has not engaged in any unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.
- E. Contract Document Checklist Form** – Complete **Enclosure Document D** and submit the **current Business License**. For this section, Respondent must provide evidence that the company is licensed to provide General Construction in the U.S. Virgin Islands. **The Business License must be relevant to the Scope of Work for this solicitation.**
- F. Respondent’s Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, the Respondent shall provide a minimum of three (3) non-VIHFA professional references for the most recent, relevant work comparable to the scope requested in this IFB whom would be willing to discuss your company’s competency and performance. If you currently have more than three (3) non-VIHFA references, a client listing with contact information should be provided as well. The VIHFA reserves the right to check references prior to award.
- G. Bid Sheet** – Complete **Enclosure Document F**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first. **A cost shall be shown for each line item on Enclosure Document “F” – Base Bid Sheet or Bid will be deemed non-responsive.**
- H. Inquiry Submission Form** – Complete **Enclosure Document G**.

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

18.0 REQUIRED DOCUMENTS

The successful respondent shall have ten (10) business days from the day it receives Notice of Selection to submit the following documents:

A. Formation Documents – The successful respondent will be required to provide a copy of their Corporate Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**

Corporations (Inc., Corp, Co., Corporation)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Incorporation & By Laws
- Copy of Certificate of Resolution
- Copy of Certificate of Good Standing

Limited Liability Company (LLC)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Organization
- Copy of Operating Agreement
- Copy of Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Copy of current Certificate of Good Standing

Limited Partnerships (LP, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or Statement of Qualification
- Copy of Certificate of Good Standing for LLP and LLLP

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

B. 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 within ten (10) business days of receiving a notice of selection. 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.

- C. Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection.
- D. General Liability Insurance** – The successful respondent will be required to obtain and have in place Liability Insurance in an amount no less than **Two Million Five Hundred Thousand (\$2,500,000.00) Dollars**. The Insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured”:

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- E. Worker’s Compensation Insurance/Certificate of Government Insurance Coverage** - The successful respondent will be required to obtain and have in place Worker’s Compensation Insurance Coverage within ten (10) business days of receiving a notice of selection.
- F. DUNS’s Number** – Each respondent must submit a valid DUN’s number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>.

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.

19.0 HUD GENERAL PROVISIONS

Because the contract is being funded with U.S. Department of Housing and Urban Development (“HUD”) funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as **Appendix A**.

20.0 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 the 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 proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

21.0 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with Local certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate.

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Respondents must document good faith efforts to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future contracts with VIHFA and monetary payments based on the M/WBE goal shortfall.

22.0 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.

23.0 SELECTION PROCESS

The VIHFA's Evaluation Committee Panel is responsible for evaluating all Respondents' submittals. The Evaluation Committee Panel will consider Respondent's qualifications including but not limited to the following criteria:

- Respondent is duly organized, validly existing, qualified, and licensed to conduct business in the United States Virgin Islands as a General Construction.
- Lowest reasonable price and responsive bid package.

24.0 RIGHT TO REJECT BID PACKAGES

The 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 the VIHFA and the VIHFA may use any idea or concept in a submitted bid, regardless of whether that bid is selected for award.

Enclosures

- | | |
|--------------------------------|--|
| 1. Enclosure Document A | IFB Cover Letter |
| 2. Enclosure Document B | Non-Collusive Affidavit |
| 3. Enclosure Document C | Debarment Certification Form |
| 4. Enclosure Document D | Contract Document Checklist Form |
| 5. Enclosure Document E | Contractor's Qualification Statement Form |
| 6. Enclosure Document F | Bid Sheet |
| 7. Enclosure Document G | Form for Submission of Inquiries |

Appendix

APPENDIX "A"

HUD GENERAL PROVISIONS ("HUD RIDER")

Attachments

- | | |
|------------------------|--|
| 1. Attachment A | Architectural Drawings and Specifications |
| 2. Attachment B | Electrical Drawings and Specifications |
| 3. Attachment C | Mechanical Drawings |
| 4. Attachment D | Structural Drawings and Specifications |
| 5. Attachment E | Soil Report |

ENCLOSURE DOCUMENT A
Virgin Islands Housing Finance Authority
IFB COVER LETTER

PROPOSER

Name: _____

Address: _____

Tax Identification #: _____

DUNS #: _____

PROPOSER'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

SCHEDULE OF ADDENDA

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

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

PROPOSER'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
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 manner directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the proposal cost of the affinity or of any other proponent, or to fix any overhead, profit or cost element of said cost proposal, or of that of any other proponent, or to secure any advantage against the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and that all statements in said proposal or cost proposal are true.

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

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

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

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

(Trade or Corporation)

and personally known to me.

(SEAL)

Notary Public

ENCLOSURE DOCUMENT C
Virgin Islands Housing Finance Authority
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, and Ineligibility

- (1) The respondent certifies, by submission of this IFB 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) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIHFA may also exercise any other remedy available by law.
- (3) Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this IFB Response.

Name and Title of Authorized Representative:

Signature

Date

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

(Trade or Corporation)

and personally known to me.

(SEAL)

Notary Public

ENCLOSURE DOCUMENT D

Virgin Islands Housing Finance Authority

Contract Document Checklist

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

1. Contractor Corporate Documents

- Corporation** Copy of Articles of Incorporation & By Laws
 Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
- LLC** Copy of Articles of Organization
 Copy of Operating Agreement
 Certificate of Existence from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
- Sole Proprietor** Copy of Trade Name Certificate

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

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

4. DUNS Number: _____

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

6. Workers Compensation Insurance Expiration date: ___/___/20___

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

1. Proposed Scope of Work EBID# _____ RFP# _____ RFQ# _____ IFB# _____

2. Proposals Bids Signed Evaluation Spreadsheet Recommendation

3. Request for approval from Legal Counsel and Executive Director.

Legal Counsel: _____ Date approved: ___/___/20__
Daryl Griffith, Executive Director: _____ Date approved: ___/___/20__
Date submitted to BOD for Contract Approval: ___/___/20__

Suggested # of Days in Contract _____

Mobilization/Payment Terms _____

Outstanding Issues: _____

ENCLOSURE DOCUMENT E
Virgin Islands Housing Finance Authority
Contractor's Qualification Statement

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) Corporation 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 in the U.S. Virgin Islands _____
Number of Construction projects 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? Yes No
If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.

Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? Yes No
If yes, explain on another sheet, the circumstances and outcome.

List three references of previous clients and their contact numbers that can be contacted for their input concerning your ability as a General Contractor:

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

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

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

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

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

ENCLOSURE DOCUMENT F
BASE BID SHEET
ROSS MIXED USE DEVELOPMENT
PARCEL #26A, 102, 103 & 104 ESTATE TAARNEBERG, ST. THOMAS, VI

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

<u>SPEC#</u>	<u>DESCRIPTION OF WORK</u>	<u>BASE BID</u>
INFRASTRUCTURE BASE BID		
1.	Mobilization (Equal to 10% of Total Base Bid)	\$ _____
2.	Site Clearing and Excavation/Backfill	\$ _____
3.	Pavement Marking	\$ _____
4.	Landscaping/Irrigation Systems Site Concrete (incl. plaza concrete, pads & sidewalks and parking area)	\$ _____
5.	Concrete Footings & Foundations	\$ _____
6.	Trellis Structure & Site Signage	\$ _____
7.	Aluminum Handrails and Stair Security Gates	\$ _____
8.	Structural Steel Frame	\$ _____
9.	MBCI Roof Panel System	\$ _____
10.	Flat Roof & Stair Roof Coatings	\$ _____
11.	Site Plumbing & Sewer, Underground Drainage Building Drainage (Roof, Balconies, Corridors & Stairs)	\$ _____
12.	Site Electrical, Main & Communication UG Piping	\$ _____
13.	Elevator and Equipment	\$ _____
	TOTAL INFRASTRUCTURE BASE BID	\$ _____

OVERFLOW PARKING AREA BASE BID

14. Site Clearing, Grading & Backfill	\$ _____
15. Pavement Marking	\$ _____
16. Concrete Paving Sidewalk, Curbs & Bumpers	\$ _____
17. Landscaping	\$ _____
18. Parking Light Poles and Fixtures	\$ _____
TOTAL PARKING AREA BASE BID	\$ _____

FIRST FLOOR BASE BID

19. Concrete Slab on Grade	\$ _____
20. Exterior Wall System	\$ _____
21. 1 st Floor Storefront Windows & Doors	\$ _____
22. 1 st Floor Roll Down Shutters	\$ _____
23. Exterior Painting	\$ _____
24. HVAC & Mechanical Rough-in	\$ _____
25. Electrical Rough-in	\$ _____
TOTAL FIRST FLOOR BASE BID	\$ _____

SECOND & THIRD FLOOR BASE BID

26. Concrete Composite Slab	\$ _____
27. Exterior Wall System	\$ _____
28. 2 nd Floor Exterior Impact Windows & Doors	\$ _____
29. 2 nd Floor Bath Interior Metal Studs & Drywall (Ceilings)	\$ _____
30. 2 nd Floor Bath Interior Painting	\$ _____
31. Exterior Painting	\$ _____
32. Floor and Wall Tiles	\$ _____
33. Bathroom Partitions and Accessories	\$ _____
34. Walkway Aluminum Railing	\$ _____
35. 2 nd Floor Plumbing Rough-in and Fixtures	\$ _____
36. 2 nd Floor HVAC/Mechanical Rough-in	\$ _____
37. 2 nd Floor Electrical Rough-in and Fixtures	\$ _____
TOTAL 2nd & 3rd FLOOR BASE BID	\$ _____

THIRD FLOOR INTERIOR BASE BID

38. Wall & Ceiling Insulation	\$ _____
39. Entry Doors, Interior Doors & Hardware Exterior Impact Windows and Sliding Glass Doors	\$ _____
40. Interior Metal Studs & Drywall (Ceiling)	\$ _____
41. Floor and Wall Tiles	\$ _____
42. Interior Painting	\$ _____
43. Cabinets, Shelving, Vanities and Countertops	\$ _____
44. Kitchen and Laundry Appliances	\$ _____
45. Fire Protection (Detectors)	\$ _____
46. Plumbing Rough-in and Fixtures	\$ _____
47. Split Units Rough-in and Fixtures	\$ _____
48. Electrical Rough-in and Fixtures	\$ _____

TOTAL 3RD FLOOR INTERIOR BASE BID \$ _____

TOTAL BID AMOUNT \$

TOTAL BID (WORDS) _____
(Includes all scopes of work found in IFB Bid Package)

PLEASE TYPE OR PRINT THEN SIGN AS INSTRUCTED BELOW

(TYPE OR PRINT) NAME OF COMPANY

**(TYPE OR PRINT then SIGN) NAME OF OWNER, PRESIDENT, or CEO OF
COMPANY BIDDING**

Invitation for Bids
IFB 002-2022-VIHFA-DR-STT-R1
Ross Mixed Use Development

ENCLOSURE DOCUMENT G

Virgin Islands Housing Finance Authority
FORM FOR SUBMISSION OF INQUIRIES

IFB 002-2022-VIHFA-DR-STT-R1
Ross Mixed Use Development

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

Proposer:

Date:

No. Question	IFB Section or Document	IFB or Document Page No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
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APPENDIX “A”

HUD GENERAL PROVISIONS

(“HUD RIDER”)

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement shall forthwith be amended in writing 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 three (3) years following the date of final payment and close-out of all pending matters related to this contract.

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

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

- 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 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. **ENERGY EFFICIENCY**

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

10. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

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

12. **SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

13. **AGE DISCRIMINATION ACT OF 1975**

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

14. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

15. **CONFLICTS OF INTEREST**

The Contractor/Subcontractor shall notify VIHFA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the 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:

- (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 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**

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 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 VIHFA from the Subcontractor is determined.

23. **TERMINATION FOR CONVENIENCE**

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

24. **SECTION 503 OF THE REHABILITATION ACT OF 1973**

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

Equal Opportunity for Workers with Disabilities

- A.** 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:
- 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.

- B.** The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C.** In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D.** The Contractor/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).
- E.** 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.
- F.** The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order, 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**

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

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

- A.** 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.
- B.** 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.
- C. 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.
 - D. 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.
 - E. 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.
 - F. 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.
 - G. 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.
 - H. 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**

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**

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 (EPA) 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 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 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**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

29. **BONDING REQUIREMENTS**

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:

- (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 its bid, execute such contractual documents as may be required within the time specified.
- (2) *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.
- (3) *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

- A. The work to be performed under this contract is subject to the requirements of 24 CFR Part 75. This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

(1) *Section 3 projects.* (i) Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(2) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, 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 75 regulations.
- C. The Subrecipient/Contractor agrees to identify all those individuals that will be working on the construction jobs by name, address, job title and wage rate. They also agree to certify those individuals who are Section 3 workers or Targeted Section 3 workers per the definition in 24 CFR Part 75
- D. The Subrecipient/Contractor agrees to send to each labor organization or representative of workers with which the *General Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the General 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.

- E. The Subrecipient / Contractor agrees to include this section 3 clause in every contract, subcontract and procurement documents subject to compliance with regulations in 24 C.F.R. part 75 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 75. The General 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 75. .
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

31. **FAIR HOUSING ACT**

Subrecipient/*Contractor* 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. Standards for procurement of supplies, equipment, construction, engineering, architectural, consulting, and other professional services are outlined in Title 31, Chapter 23, Sections 231-251 of the Virgin Islands Code and Title 31, Chapter 23, of the Virgin Islands Regulations.

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. 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 Fed. Reg. 40314 (Aug. 14, 2018); 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 Fed. Reg. 5844 (Feb. 14, 2018). Additionally, per 83 Fed. Reg. 5844, the provisions at 24 C.F.R. §§ 570.494 and 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 fairmarket 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.

- (1) 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.
- (2) 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.

- (1) 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.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.

49. COMPLAINTS AND APPEALS

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

50. **MONITORING**

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

51. **PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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