



# **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

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## **REQUEST FOR PROPOSALS RFP 001-2019-DR-STT/STX**

### **COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY PROGRAM HOUSING CASE MANAGEMENT SERVICES AND SYSTEM**

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 *Unlocking the Door to Affordable Housing*

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**Virgin Islands Housing Finance Authority**  
**RFP 001-2019-DR-STT/STX**  
**REQUEST FOR PROPOSALS**  
**Disaster Recovery Housing Case Management Services and System**

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## **1.0 INTRODUCTION**

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

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

Respondents must respond to all components of the scope including:

- Providing case management services
- Providing a case management system

## **1.1 CONTEXT**

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

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

The United States Virgin Islands is the recipient of \$1.86 billion of Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from HUD to assist in disaster recovery and rebuilding efforts resulting from Hurricanes Irma and Maria. The Territory’s approved CDBG-DR Action Plan and Amendment 1 (<https://www.vihfa.gov/disaster-recovery/action-plan>) detail how the U.S. Virgin Islands plans to spend its first and second tranches of \$1,021,901,000 in grant funds.

As the administering entity of the CDBG-DR funds, VIHFA has developed a portfolio of housing programs to address unmet rebuilding and reconstruction needs of homeowners and renters, including the Homeowner Rehabilitation and Reconstruction Program and the Rental Rehabilitation and Reconstruction Program. A brief of overview of each program is provided in Section 2.1 below.

VIHFA will oversee the entire portfolio of housing programs. Further details including the application process, prioritization, and criteria used to select applicants for funding under each housing program, including the relative importance of each criterion, are included in the housing program policies and procedures.

For each of the CDBG-DR housing programs, applications will be submitted, which will be evaluated for eligibility, prioritized, and processed through program milestones to reach a grant determination, then followed through the life of the grant until closeout. Through program-specific administrative portals, VIHFA staff (“VIHFA Program team”) will require the functionality to view and manage individual applications, grant determinations, and other program milestones, as well as export aggregated data for program metrics and reporting.

VIHFA program team will work with the successful Respondent to develop process mapping to assist in the development of the systems.

## **1.2 GOALS AND OBJECTIVES**

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

## **2.0 PROPOSAL DESCRIPTION**

The selected Respondent will be responsible for providing Case Management Services as well as a case management system for the DR Housing Programs. Respondents to this RFP must commit to serve all eligible applicants located on the three islands: St. Croix, St. Thomas, and St. John. The selected Respondent is expected to have their call center be prepared to be operational within 15 business days after contract execution. Respondent is expected to have the in-take centers open, with trained staff and operational with equipment, supplies, etc. within 45 days after contract execution.

It should be noted that the winning Respondent might also be tasked with providing case management services for other housing-related programs funded through other federal funding sources. Respondents to this RFP should thoroughly review the following available at:

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

Respondents must have relevant, documented disaster case management experience and submissions must provide detailed examples of case management work on CDBG-DR Programs from inception to closeout. The Respondent must have the administrative infrastructure to effectively manage and support training, service delivery and fiscal management processes. Additionally, Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project. Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names and contact information for employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

The selected Respondent will provide case workers whose primary responsibility will be the successful case management of the USVI's housing programs. They will serve as the front-line staff of these housing programs, and will provide long term consistent delivery of services, including processing and tracking applications for the USVI CDBG-DR Housing Recovery Programs as described herein. These case workers will serve as the primary point of contact for the Program Applicants. Among other tasks, case workers will perform case management at all phases of eligibility, to ensure successful participation in the relevant housing program. Tasks will include, but are not limited to: intake, completion of the processing of all open applications, the verification of applicant eligibility for housing assistance, avoidance of fraud, waste and abuse (AFWA), Verification of Benefits (VOB), Duplication of Benefits (DOB), coordination with the appropriate entities to ensure the timely construction of work and administer the funding made available for the benefit of property owners.

## **2.1 DESCRIPTION OF PROGRAMS**

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

The initial Case Management Services will focus on the Reconstruction solution within the Homeowner Rehabilitation and Reconstruction. This first phase of the program is expected to serve approximately 200 to 500 homeowners. However, the number of homeowners that submit applications to the program could be far greater. The Case Management Services will also support application services and support to landlords in the Rental Rehabilitation and Reconstruction program.

### **2.1.1 Homeowner Rehabilitation and Reconstruction Program**

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

#### **Priority 1: Reconstruction:**

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

#### **Priority 2: Rehabilitation:**

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

### **2.1.2 Rental Rehabilitation and Reconstruction**

The Rental Rehabilitation and Reconstruction program will provide funds to reconstruct or rehabilitate damaged affordable rental units. In its first phase, the program will serve landlords with 20 units or less rent to, and are willing to sign a commitment to rent to eligible tenants, at or below 80% Annual Median Income (AMI).

- Rehabilitation: The Program pays for approved and eligible costs to complete repairs to rental units that have not yet been completed, including eligible improvements for resilience.
- Reconstruction: The Program pays for approved and eligible costs of reconstruction when a unit is destroyed or determined not feasible to rehabilitate.
- Mitigation and resilience measures: Mitigation measures such as structural retrofitting and non-structural retrofitting (e.g., impact resistant shutters, windows and doors) of existing structures to meet or exceed applicable building codes relative to hazard mitigation and increase the ability to shelter in place will be eligible. Additional resilience measures will be eligible.

## **2.2 SCOPE OF WORK**

The Scope of Work for Disaster Recovery Housing Program Management and Related Services is as follows:

### **2.2.1 Objectives**

- Provide uniform and equitable delivery of services to any and all eligible applicants for assistance.
- Respond promptly to inquiries, process applications for assistance, set up and operate a call center, in a timely manner.
- Educate individuals and households on the requirements and process for receiving CDBG-DR assistance.
- Ensure eligibility and meet all applicable Federal and Territory requirements, while respecting and ensuring applicant rights to privacy and confidentiality.
- Detect and prevent fraud, waste, and abuse.
- Ensure continual quality assurance/quality control.
- Assume control and responsibility of current programming and procedures.
- Provide daily and periodic communication/reports to VIHFA program staff.
- Secure documentation to allow an audit trail of all applicants from inception to closeout.

### **2.2.2 Start-up of Operations**

The selected Respondent must secure the necessary personnel, office space, computers, office furniture, telecommunications equipment, and all other equipment/supplies as necessary for the core functions of operating a case management office on the island of St. Croix and one on the island of St. Thomas. It must also have sufficient staff /supplies to support a part-time case management office on the island of St. John. These offices must be equipped to assist homeowners with applications and all program-related case management appointments.

A call center will also be needed at the inception of the program. (The call center can be housed in one of the intake/case management offices.) It is expected that the selected Respondent should have the necessary personnel, equipment and telecommunications services to be able to take applications online and over the phone within fifteen business days (15) and in-person within forty-five business days (45) days of contract execution.

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

### **2.2.3 Case Management Staffing Services**

The selected Respondent shall have or will secure, at its own expense, all personnel required to perform the services set forth in this RFP. VIHFA expects the selected Respondent to provide vetted,



competent, and experienced staff. VIHFA reserves the right to request the removal of any staff it deems to be under-performing, or not performing to standard. No personnel may be assigned or substituted to the resulting contract without the written consent of VIHFA. Respondents should anticipate that personnel will work a maximum of 40 hours per week, possibly on staggered schedules, which will include weekends, to complete the assigned tasks. Any hours in excess of 40 hours per week will require approval by VIHFA's Senior Housing Manager or the Program's Project

Manager. The Contractor will be required to coordinate with VIHFA on staffing during recognized Territory holidays. VIHFA anticipates that the Respondent will need a Project Director, a Case Worker Program Manager, IT Lead, Housing and Case Management Subject Matter Expert (SME), a Case Worker Site Manager/Supervisor for each Intake Center, 10-15 Case Workers, and 5 Case Worker Assistants/Call Center Personnel. In order to build rapport with the applicants, VIHFA expects the Respondents to assign a pool of Case Workers for specific applicants to ensure continuity within the Program. Respondents should set forth in detail its staffing plan of the personnel it believes is necessary to provide the services requested under this RFP; however, price proposals shall be submitted for the staffing requested by VIHFA. VIHFA expects Respondents to have a goal of hiring 35% of its staff locally.

#### *2.2.3.1 Intake and application preparation*

- i. Educate and guide potential applicants and applicants through program requirements
- ii. Prepare and provide intake process for applications for VIHFA consideration and approval
- iii. Perform initial application screening and processing, including completeness review and threshold eligibility review; determine if applicant fits any of the program priorities.
- iv. Collect required documentation including but not limited to income documentation, proof of ownership (including tax match with verification of homestead exemption or title search), pre-disaster housing conditions and values, status of the applicant's property taxes, mortgage and insurance, etc.; issue correspondence requesting missing documentation.
- v. Maintain records and communications in a manner that detects or prevents Fraud, Waste and Abuse
- vi. Document communications with property owners regarding the status of their application and subsequent related processes, requests for additional information, and/or challenges that may arise in conjunction with the application and acquisition process.
- vii. Follow due diligence process to provide an opportunity for applicants to supply missing application information and supporting documentation.

#### *2.2.3.2 Verification of benefits eligibility*

- i. Evaluate documentation submitted to determine property owner eligibility for CDBG-DR funds based on all Program and federal requirements.
- ii. Review receipts provided for previous work and calculate the preliminary amount of funding the property owner is eligible to receive.
- iii. Advise applicants who are ineligible of their status and inform them of the process for appeal.

- iv. Assist applicants with the appeals process including completing the required forms and document the information to the applicant's file.

#### *2.2.3.3 Benefit review and award finalization*

- i. Complete Duplication of Benefits review; where owner investment, insurance, FEMA or other funds are available, prepare a source and use analysis and insure proper layering of funds.
- ii. Collect receipts for previously completed work to determine any reduction to DOB for materials and appropriate labor charges.
- iii. Based on the sources and uses analysis and contractor estimates provided by the construction supervisor, prepare a funding award agreement and notice to proceed, and obtain required signatures on forms including, but not limited to the grant agreement, construction agreement and covenant of federal requirements associated with the property.
- iv. Verify environmental Tier II review and Historic Preservation documentation has been completed and approved by VIHFA.

#### *2.2.3.4 Payment processing, closing and file closeout*

- i. Schedule grant/covenant execution meeting; assemble and file the covenant utilizing documents provided and/or approved by the Program.
- ii. Assist with relocation of occupants during construction, when required.
- iii. Confirm completion of assistance; issue interim and final payments to contractors/vendors with appropriate approvals; file and store documents; update Program's system of record.
- iv. Schedule meeting to execute closeout documents; assemble and file any property lien releases utilizing documents provided and/or approved by Program.

### **2.2.4 Case Management System**

The selected Respondent will provide a case management system that meets the needs of VIHFA. Respondents must include with their submission, specifications on the case management system it intends to utilize. All proposed case management systems must meet the minimum technical requirements set forth in Section 3.3. Prior to the contract being awarded, VIHFA reserves the right to request that a respondent utilize a different software solution/platform.

### **2.2.5 Administrative & Document Management Services**

The selected Respondent will be expected to maintain current storage and retrieval of applicant documents, applicant-related emails, written correspondence, training material, and Program policy and procedures (along with information leading up to the policy and procedures decisions) in an electronic environment for quick retrieval according to VIHFA and Federal guidelines for record retention. All documents and materials are VIHFA's property.

The selected Respondent will also create and provide website services associated with the housing programs including, website content, regular content maintenance, portal maintenance, and provide

VIHFA with other website and reporting services as requested. VIHFA expects the Respondent to provide information on how its case management system may interact with the website.

### **2.2.6 Required Tasks**

- i. Advertise and recruit locally for staff/subcontractors. VIHFA expects Respondents to have a goal of hiring locally 35% of its call center/case management staff.
- ii. Arrange for background checks for all staff.
- iii. All employees must wear visible credentials at all times.
- iv. Respondents must create uniform and consistent materials and training procedures for all staff.
- v. Ensure that all field staff are successfully trained prior to client contact or are working under close supervision by supervisors and the project manager.
- vi. Create methodologies for scheduling in-take appointments, assigning case workers to property owners and establishing waiting lists, including having adequate plans to deal with appointments that run late and end early, re-scheduling appointments, and handling unscheduled walk-ins.
- vii. Ensure staff uses program software to register and track client activity.
- viii. Conduct initial training, and then frequent disaster case management training to staff who are providing or administering disaster case management services.
- ix. Development of Program electronic portal and maintain paper tracking and electronic filing system for applications and related materials.
- x. Develop a methodology and timelines for importing existing paper file documentation into Case Management System.
- xi. Provide daily and/or weekly progress reports, and other reports as requested.
- xii. Provide written notification to VIHFA immediately of any unusual incidents.
- xiii. Receive and document requests for appeals
- xiv. Receive and document construction grievances and notify relevant VIHFA personnel
- xv. Serve as VIHFA's partner for aggregate client monitoring and fiscal/agency reports, submit monthly standardized client statistical reports to VIHFA, and report expenditure information on a monthly basis to VIHFA.
- xvi. Create procedures necessary to ensure privacy and confidentiality of all employee and client personally identifiable information (PII).
- xvii. Provide a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- xviii. Develop training materials to educate property owners on how to avoid fraud and report any observance of fraudulent or illegal behavior by contractors, applicants or other parties.
- xix. Coordinate outreach efforts, including call-out and letter campaigns, in accordance with an outreach plan to be developed by the successful Respondent and approved by VIHFA.
- xx. Ability to accommodate Special Needs Applicants which may include but is not limited to eligible elderly persons and persons with special needs through the use of American sign

language, oral presentations of documents, or home visits by the Case Managers if the applicant is unable to come to the Intake Center.

- xxi. Provide advice regarding property ownership, insurance, and other regulatory matters which may arise in the course of providing case management services.
- xxii. Assist VIHFA, as requested, to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts. VIHFA encourages participation with local non-profit organizations in this Program.
- xxiii. Create and provide website content maintenance, portal maintenance, and assist VIHFA with written correspondence as required.

### **2.2.7 Deliverables**

Deliverables include but are not limited to:

- i. All Case Management Offices shall be fully staffed, operating, and accepting applications as set forth above.
- ii. Program Staff training materials and schedule, including call center scripts is expected to be provided within 15 business days of contract execution.
- iii. Prepare outreach and marketing plan.
- iv. Provide the methodology being utilized to ensure efficient staff capacity management
- v. Procedures for filing and storing applications and related materials, with a focus on protecting PII.
- vi. Section 3, Equal Employment Opportunity, and M/WBE plans
- vii. Operations Plan including internal controls consistent with the Programs' policy and procedures
- viii. Office operations plan and security plan
- ix. Daily reports on program status, issues tracker and resolution.
  - x. Weekly reports to Program Management showing Key Performance Indicators (KPIs) for program milestones.
- xi. Compliance and cooperation with monitoring requirements from HUD, Inspector General, Government Accountability Office, Single Audit, etc.
- xii. Periodic reports on survey data on customer satisfaction (initially at least weekly; as program progresses, frequency may reduce).
- xiii. Signed checklist confirming key topics discussed at initial applicant meeting.
- xiv. Complete applications including all required supporting documentation, and certification from applicant.
  - xv. Reports certifying eligibility/ineligibility for each complete application.
- xvi. Verification of Benefits (VOB) and Duplication of Benefits (DOB) analysis for each approved applicant.
- xvii. Grant award calculation and covenant filing.

### **2.3 NUMBER OF AWARDS**

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

### **3.0 QUALIFICATIONS**

VIHFA is seeking a firm with substantial experience and success in Disaster Recovery Housing Case Management and Related Services. The selected respondent must be able to adequately demonstrate their experience standing up and facilitating a CDBG-DR Housing Case Management Program in its proposal submittal. VIHFA desires that the firm's resources meet or exceed criteria listed in Part 2: Scope of Work and Part 3: the Scope of Work and Qualifications.

#### **3.1 REQUIREMENT OF LEGAL ENTITIES**

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

#### **3.2 REQUIRED QUALIFICATIONS OF RESPONDENT**

Respondents to this RFP shall provide information in their proposals that demonstrates the following qualifications:

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

- viii. Respondent has a case management system that meets the technical specifications set forth in section 3.3
- ix. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- x. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- xi. Respondents must demonstrate they have capacity and prior experience in the following areas, at a minimum:
  - a. CDBG statutory and regulatory requirements, including specific rules for CDBG-DR funding, and all cross-cutting regulations (e.g., M/WBE, Section 3, NEPA, Uniform Relocation, Davis-Bacon)
  - b. HUD national objective requirements and income eligibility requirements, including familiarity with using uncapped income limits
  - c. FEMA, SBA, and private insurance rules and practices related to disaster claims
  - d. Verification/Duplication of Benefits Review
  - e. Federal and state rules regarding lead paint and other environmental health hazards (e.g., mold, asbestos, radon)
  - f. Project oversight and monitoring
  - g. Housing program and contract administration
  - h. Database and records management
  - i. Reporting and metrics (KPIs)
  - j. Customer service
  - k. Outreach and marketing
  - l. Case Management for Disaster Recovery
  - m. Ability to provide services in multiple languages as necessary, including English and Spanish

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

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

- i. Negative findings from the USVI Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
- ii. Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in USVI or another U.S. state.
- iii. Pending litigation within the USVI, any other U.S. state, or any municipality located in USVI or another U.S. state.
- iv. Suspension or debarment as ineligible on the System for Award Management (SAM)
- v. Sale of tax lien or substantial local, state or federal tax arrears.

- vi. Fair Housing violations or current litigation.
- vii. Defaults under any Federal, Territory or locally-sponsored program.
- viii. A record of substantial building code violations or litigation against properties owned and/or managed by the Respondent or by any entity or individual that comprises the Respondent.
- ix. Past or pending voluntary or involuntary bankruptcy proceeding.
- x. Conviction for fraud, bribery or grand larceny by any principal of the Respondent.

### **3.3 MINIMUM TECHNICAL REQUIREMENTS - CASE MANAGEMENT SOFTWARE SYSTEM**

VIHFA requires a hosted Case Management software solution that is user-friendly and has the scalability to manage VIHFA's housing programs. The solution must be hosted by the vendor or a third-party service provider. The successful bidder must be able to demonstrate prior successful implementation of a solution that was used in a CDBG and/or CDBG-DR program.

VIHFA would like all respondents to propose an overall hybrid solution, which will ensure business continuity in the event another natural disaster affects the territory. The hybrid solution should include a hosted component, as well as a local component where the information being hosted in the cloud can be replicated on a physical server located in VIHFA's St. Thomas office location. The hybrid solution should allow seamless data replication in the event internet communication is lost before, during or after a catastrophic event. The hybrid solution should also be able to restore application connectivity upon the restoration of internet services. No intervention should be needed from VIHFA staff, so the overall solution should be automated. Respondents should provide conceptual design diagrams, along with a detailed explanation of the overall hybrid solution and its features and capabilities.

The case management system will, at a minimum, provide the following:

- i. An electronic / online Case Management System that is accessible for applicants to find and fill out a grant application for consideration by the CDBG-DR program and to assign each application a unique file number.
- ii. The applications must be accessible from various client devices (desktop and mobile devices) via a web browser and/ or mobile application.
- iii. The system should provide safe and secure access, while providing the latest technological security measures to end users accessing the application remotely or locally.
- iv. Provider must manage and control the underlying technical infrastructure, including network, servers, operating systems, storage, and, as applicable, individual application capabilities, except for limited user-specific application configuration settings and as otherwise provided in this RFP.
- v. An electronic / online case management system that allows for applicants and grantees to execute documents online, and to have copies of executed documents uploaded into the system.

- vi. Develop and implement an application portal that includes all terms and fields that would be required of an application and grant agreement, respectively.
- vii. The Case Management System should have the ability to integrate with VIHFA Disaster Recovery website and VIHFA Financial Management Software and Grant Management System
- viii. Ensure that the case management system requires applicants and grantees to have the appropriate web browsers for access to the system and that all data submitted is secure and encrypted.
- ix. The chosen system should have the ability to track other grant awards and other relevant funding.
- x. Ability to transfer electronic data from grantees and applicants to another database when contractual arrangement ends.
- xi. The Case Management System should support a native reporting module which can provide customizable reports that be saved as templates, which can be utilized by other end users. The system should also allow VIHFA's MIS staff to utilize customized reporting and/or interface with third-party reporting software to securely access the database via the backend in order to create custom reports for HUD and VIHFA's executive staff.
- xii. The system should support multiple logins to grantees, applicants, VIHFA staff and staff for purposes of review, access and management of documentation.
- xiii. The system should allow certain approved power users, the capability to add or edit the front-end graphical user interface (GUI layout and web form layout,) in the event the CDBG-DR program requirements have changed or have been added.
- xiv. The proposed system should provide an online applicant portal which is accessible 24 x 7, so applicants can start the application process and be able to manage the status of their current application.
- xv. The Case Management System should provide applicants with the ability to choose English or Spanish as their language of choice.
- xvi. A mechanism by which documents can be uploaded and attached to the electronic application.
- xvii. The system should come with a native Document Management System (DMS) and/ or be interoperable with a third party DMS.
- xviii. A system of messaging to each applicant as critical milestones are reached, such as the application completion or whether an application has been successfully processed through duplication of benefits verification, or ownership verification. System will track each phase of the application submission, review/consideration period and final decision. Messaging should also be able to provide electronic updates, if necessary and provide electronic and hard copy letters for use via e-mail or U.S. Postal Service to applicants as to whether an application has been approved or denied as well as other program required correspondence.
- xix. The system should provide Key Performance Indicators (KPI), which allows end users/ Systems Analysts to track milestones and be able to view real-time statistics. The KPI's should be customizable and should be provided in a dashboard view. Thresholds should be configurable, so KPI's alerts can be sent via email, texts and / or bolded popups when a user logs into the system.



- xx. The system should provide a method to create and manage user profiles for internal and external users.
- xxi. The system should allow for the compression of documents and image files, which are uploaded into the Case Management System's database. VIHFA is expecting large amounts of data uploads from the applicants based on the requirements set forth from the CDBG-DR program, so the chosen system's storage capacity should be able to scale on demand.
- xxii. An online reference guide for the system that will be easily accessible to users. The reference guide will document the system, provide step-by-step instructions for common tasks, and contain more detailed articles to assist users and the IT staff. There is a strong possibility that data from an existing system will need to be migrated into the chosen Case Management System, so the system should provide detailed information relative to their data migration process/ procedure.
- xxiii. The system should provide rights and permissions capabilities to allow end user and group access to certain areas within the application/ database, for security purposes.
- xxiv. The system should provide a detailed historical/ conversation log including date, time and conversation detail.
- xxv. The chosen system should have the ability to support multiple workflows.
- xxvi. The system must have been used successfully in previous CDBG or CDBG-DR programs. Any items that are not specifically requested here that are a part of previous implementations, should be included in the proposal response.
- xxvii. The system must be nimble. The respondent should discuss the turnaround time to implement changes to the system and reflect changing program requirements.
- xxviii. The system must possess the capability to integrate or has an embedded GIS Mapping widget.
- xxix. The system should have the capability to provide outreach capabilities, such as surveys to collect pertinent information for the CDBG-DR program.
- xxx. The system should possess the capability to allow Project/ Program Management staff to track the statuses of all stakeholders.
- xxxi. The system should support multiple CDBG-DR programs areas, such as construction management, inspections, case management, environmental Tier II reviews etc., and should allow seamless capabilities to switch between the functional areas.
- xxxii. The system should have the capability to support a scheduling component for appointments and inspections.
- xxxiii. The system should support electronic approvals and be able keep historical digital logs for auditing purposes.
- xxxiv. The system should possess built in control mechanisms, which support VIHFA's program workflows and ensures certain requirements are met before moving to the next step within the process.

#### **4.0 TERM OF ENGAGEMENT**

VIHFA will contract for the services of Disaster Recovery Housing Case Management and Related Services for a period of two (2) years, subject to VIHFA's option to extend the term of the contract for similar term subject to satisfactory performance. It is anticipated the resulting contract will be a time and materials contract with a cap and the projects/task will be phased. 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, VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

#### **5.0 PRICE AND PAYMENT**

Cost Proposal: Respondents must provide fully burdened hourly rates for all staff as requested to complete the tasks as set forth in this RFP. No additional travel expenses, per diem, other direct costs, etc. will be reimbursed under the contract, with the exception of a one-time sum for the start-up of operations, (which includes the cost of the case management software).

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 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 shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements, however, shall acknowledge in their proposals 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.

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 include in the proposal an executed statement from each subcontractor affirming the following: “I have read and understand the RFP and final version of the proposal submitted by (Proposer).”*

**7.0 REQUESTS FOR PROPOSALS SCHEDULE**

The following deadlines have been set by VIHFA:

<b>RFP SCHEDULE</b>	<b>DATES and TIMES</b>
RFP release date	January 24, 2019
Pre-Proposal Conference	February 4, 2019
Deadline for Questions	February 7, 2019
Proposals Deadline	February 25, 2019
Interviews and/or Demo of Case Management System	February 28, 2019
Announcement of Contract Award	March 7, 2019

**8.0 ISSUING AND PROCURING OFFICE**

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

Virgin Islands Housing Finance Authority  
3438 Kronprindsens Gade  
GERS Complex- Suite 1  
St. Thomas, VI 00802

Email: [nroberts@vihfa.gov](mailto:nroberts@vihfa.gov)  
Attention: Nicole Roberts

Inquiries may be made by e-mail. Mark subject line for emails “RFP 001-2019-DR-STT/STX ”.

From the issue date of this RFP until a determination is made regarding the selection of a Contractor, all contacts concerning this RFP must be made through the Procurement Officer. Any violation of

this condition is cause for VIHFA to reject the respondent's package. VIHFA will **not** be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information can be given. The potential respondent shall acknowledge the receipt of each addendum in their Cover Letter. VIHFA will send copies to all Respondents in the form of an Addendum to the RFP five (5) days after the question deadline, and responses to the questions will be posted on VIHFA website. Respondents shall rely only on written statements issued through or by VIHFA Procurement/Contract Officer.

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

## **9.0 CONFLICT OF INTEREST**

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

**10.0 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 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.

**11.0 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.

**12.0 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 1. 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.

**13.0 STANDARD CLAUSES FOR CONTRACTS WITH VIHFA** - Because the ultimate contract will be between the respondent and VIHFA, the contract shall be governed by certain standard VIHFA terms and conditions. Respondent shall certify that it will adhere to the terms and conditions set forth, and any subsequent changes deemed appropriate by VIHFA.

#### **14.0 PRE-PROPOSAL CONFERENCE**

VIHFA will conduct a Pre-Proposal Conference in its Training Room located at 3438 Kronprindsens Gade, GERS Complex- Suite 1, St. Thomas, VI 00802 at 10:00 a.m. **Atlantic Standard Time (AST)** on **Monday, February 4, 2019**. Respondents may also participate via teleconference by dialing: 1-844-220-2704, Conference ID 4819, Pin 1235.

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

#### **15.0 DELIVERY OF BID PACKAGES**

All responses to this RFP are to be submitted no later than **4:00 p.m.** AST on Monday, February 25, 2019. Submissions must be packaged as set forth below. Respondents should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications. VIHFA reserves the right to request any additional information to assure itself of a Proposer's financial condition and experience.

#### **Bid Packages must be submitted via mail to:**

Virgin Islands Housing Finance Authority  
3438 Kronprindsens Gade  
GERS Complex- Suite 1  
St. Thomas, VI 00802  
Attention: Nicole Roberts  
RFP 001-2019-DR-STT/STX

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. Mailed 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.

Proposals submitted for consideration should follow the format and order of presentation described 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.

## **16.0 BID PACKAGE FORMAT & PROPOSAL CONTENT**

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

#### **Sub-Envelopes to include:**

##### **Sub-Envelope 1**

#### **A. Cover Letter –**

- i. The cover letter should be on the company’s official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in their submittal.
- ii. The letter should acknowledge the receipt of all addenda.
- iii. It shall state, if awarded the contract, that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any.
- iv. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- v. It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- vi. Confirmation that the firm has not engaged in any unethical practices within the past five (5) years;

#### **B. Executive Summary –**

- i. A summary of the Respondent's qualifications;
- ii. A brief statement of the Respondent's understanding of the scope of work to be performed;

- iii. Confirmations addressing any pending litigation statements detailed in H below;
- iv. Ability to meet the overall requirements in the timeframes requested by VIHFA;
- v. A brief statement reflecting the Respondent's understanding of the scope of work to be performed;
- vi. Confirmation that the Respondent has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license;
- vii. Confirmation that the Respondent has not had a record of substandard work within the past five (5) years;
- xii. Confirmation that the Respondent has not engaged in any unethical practices within the past five (5) years;
- xiii. Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- xiv. Confirmation that Respondent has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- xv. Has a written agreement with any person or subcontractor listed in the proposed project staff or team;
- xvi. Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP;
- xvii. Provide a descriptive list of any and all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Respondent or any of its officers, directors, or management personnel were or are defendants or targets of investigation;
- xviii. Provide a descriptive list of any and all civil lawsuits in the past five (5) years in which the Respondent or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000; and
- xix. Any other information that the Respondent feels appropriate.

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

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

**E. 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.

**F. Contractor's Qualifications Statement Form** – Complete **Enclosure Document D**. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFP and who would be willing to discuss your company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information should be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor. In addition, one

of the three (3) references must be for prior CDBG disaster recovery work within the last five (5) years.

**G. Credentials** – Provide the résumés and professional qualifications of the Respondent’s key personnel and staff to be assigned to the contract, including degrees, licenses, certifications, and years of relevant experience.

**H. Pending Litigation Notifications** - *Proposers must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings.*

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

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

i. Summary

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

ii. Experience and Qualifications

- a. Provide a summary of the types of services the Respondent offers that relate to this RFP.
- b. Provide specific details on any previous experience with housing-related disaster recovery.



- c. Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
- d. Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project.
- e. Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
- f. Provide at least three examples of (3) current or past experiences for the Respondent and for any partners or subcontractors, that are the same those requested in this RFP.
- g. At a minimum, the past experiences must include the experiences related to the references provided on Enclosure Document D, including one of the three (3) experiences must be for the prime Contractor and one of the three (3) references must be for prior CDBG disaster recovery work within the last five (5) years.
- h. Each experience should include the client name, main point of contact, title, and a description of the services provided.
- i. If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.

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

iii. Organizational Chart

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

- iv. Approach & Methodology
  - a. Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of VIHFA.
  - b. Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined.
  - c. Respondent should explain how it will stand up, implement and operationalize the case management system for the USVI's housing program, including an outreach and marketing plan.
  - d. Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to avoid cost overruns, waste, fraud, and abuse.
  - e. Respondent should also describe how it will identify and meet the needs of low and moderate priority applicants, persons with disabilities, elderly persons, rental assistance recipients, households with limited English proficiency, and those with substantial housing damage.
  - f. Respondent should also demonstrate how it proposes to work with the Program on any necessary modification of policies and procedures, identified during the course of program implementation and administration, and the process by which said policy and procedure changes will be identified and drafted by the Respondent, approved by the Program, and disseminated by the respondent to program staff and interested parties.
  - g. Explain how related services (e.g. community outreach, construction management) will be performed by the Program and other partners; however, proposals should address a Respondent's anticipated approach and capability to coordinate with other providers. Proposals must demonstrate knowledge of local communities and community specific needs.
  - h. Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
  - i. Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);
  - j. Approach for processing, disbursing, and closing all Program awards, closing out the Program operations;
  - k. Describe the proposed mechanisms for delivering services, e.g. through new offices operated by the Contractor, through the facilities of subcontractor firms (such as financial institutions, housing counseling agencies, or accounting firms), or via telephone, via a website, via mobile offices, or other means;
  - l. Describe the Respondent's strategy for ensuring collaborative, consistent and productive communication with VIHFA-assigned QA/QC contractor and other Program contractors;
  - m. Describe the strategy for recruiting and hiring any subcontractors that are essential to the Program's success but have not yet been identified.

- Additionally, describe how the Proposer will work with and manage the selected subcontractors; such subcontractors may be described generically;
- n. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIHFA;
  - o. Describe the strategy for preventing fraud and abuse, and for complying with state and federal guidelines;
  - p. Describe the strategy for integration of assistance to applicants by phone, online, and in-person; and

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

- v. Case Management System
  - a. Respondent's narrative should clearly indicate how each of the minimum technical qualifications as set forth in section 3.3 will be met by the chosen platform.
  - b. Note data security, backup and privacy features.
  - c. Note ability to interface with the agency's relevant management information systems (i.e. financial management system, grant management system, document retrieval system), in particular, the systems for tracking payments to homeowners.
  - d. In addition to technical requirements, include a narrative regarding Contractor's physical safeguards measures for systems, processing sites, remote sites, and training and awareness efforts for Contractor or subcontractor's staff
- vi. Program Outreach
  - a. Development of an outreach plan for the Homeowner (and other housing?) programs that involves media, events, canvassing, etc.
  - b. Development of "tip sheets" and informational materials for use in informing the citizens about the program, application process, program, overview, location of Intake Centers (need to be in English, Spanish, French Creole)
  - c. Identify community events and local organizations that can host outreach teams equipped to take applications
  - d. Develop strategies to identify and engage residents who have remaining unmet needs or have not been served by other programs

- e. Develop and implement plan to reach residents in remote locations who may be unable to reach Intake Centers
  - f. Monitor and map intake applications to identify areas where the volume of applications is inconsistent with the amount of damage received, with a focus on areas with high concentrations of LMI or elderly households; and develop strategies to reach these areas to assist with applications
- vii. **Timeline and Staffing Plan**
- a. The Respondent shall provide a timeline for the execution of services as detailed in the RFP.
  - b. The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels from initial start-up and throughout the life of the Program.
  - c. The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Staffing plan shall include a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.

Clearly identify the number of staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners. If applicable, please provide a pending or executed contract, MOU, or agreement. If the agreement is pending a successful proposal, it must be executed, and a copy submitted to VIHFA prior to the execution of the contract under this RFP.

- viii. **Management Plan and Quality Assurance / Quality Control**
- a. The Respondent shall provide detailed information on its management plan for the services and its quality assurance / quality control procedures associated with the scope of work.
  - b. Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to CDBG-DR eligibility requirements, hiring and contracting requirements, including Section 3, federal and state labor standards, and M/WBE compliance.

### **Sub-Envelope 2**

- A. Bid Sheet** – Complete **Enclosure Document 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.

- i. **Budget** - Please provide a budget which includes the anticipated staffing costs per **1,500 applications received and 500 applicants to grant award;** and a one-time cost for Start-up of Operations. Your budget should consider all costs necessary to perform the required tasks, including staffing, management, materials, etc.
- ii. **Budget Narrative** - The Respondent should provide a summary of how the budget costs were calculated as well as the anticipated number of people to be hired to complete the services as set forth in this RFP. Respondent should identify how it proposes to reduce costs to the Program as a result of meeting key milestones and/or natural break points in the processing of the projected application pool, as based on overall performance and volume of activity. Other cost-saving measures and/or efficiencies should be clearly identified in the proposed budget. Finally, provide the payment schedule for any third-party vendors and/or partners the respondent will retain to complete the scope of services. The budget narrative needs to explain the components the Respondent is including as part of its start-up of operations cost proposed.

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

## 16.1 REQUIRED DOCUMENTS

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

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

- **Provide a copy of Corporate Documents**

Corporation

- Copy of Articles of Incorporation & By Laws

Limited Liability Company (LLC)

- Copy of Articles of Organization
- Copy of Operating Agreement

Sole Proprietor  
- Copy of Trade Name Certificate

- 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 Secretary of State will be acceptable as well.
- C. 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 within ten (10) calendar days of receiving a notice of selection.
- D. Worker's Compensation** - The successful respondent will be required to provide proof of Worker's Compensation.
- E. Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their SSN or EIN within ten (10) days of receiving a notice of selection.
- F. DUNS Number** – The successful respondent will be required to provide documentation showing its DUNS within ten (10) days of receiving a notice of selection.

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

## **17.0 SELECTION PROCESS**

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

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

at the sole discretion of VIHFA. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

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

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

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

<b>Evaluation Factors</b>	<b>Total Points</b>
<b><u>Technical</u></b>	
Technical Qualifications and Experience	30
Case Management Software Features and Capabilities	20
Approach and Methodology	30
<b><u>Pricing</u></b>	
Pricing	20
<b>Total:</b>	100

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

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

Where:

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

LCP = Lowest cost proposed of responses deemed technically feasible

PC = Proposer's total cost

### **17.1 INTERVIEW AND/OR DEMO**

At VIHFA’s discretion, certain Respondents may be asked to interview with VIHFA staff, and should be prepared to demonstrate their overall case management solution. The demo/interview process would last approximately 2 hours.

### **17.2 RIGHT TO REJECT BID PACKAGES**

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

### **17.3 CHANGES, ADDENDA, AND WITHDRAWALS**

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

### **17.4 WITHDRAWAL OF PROPOSAL**

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

### **17.5 COST OF OFFEROR PREPARATION**

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

### **17.6 CONTRACT AWARD AND EXECUTION**

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

#### **Enclosures**

- **Enclosure Document A**                      **Non-Collusive Affidavit**
- **Enclosure Document B**                      **Debarment Certification Form**
- **Enclosure Document C**                      **Contract Document Checklist Form**
- **Enclosure Document D**                      **Contractor's Qualification Statement Form**
- **Enclosure Document E**                      **Bid Sheet**

#### **Attachments**

- **Attachment 1**      **HUD General Provisions**





## ENCLOSURE DOCUMENT A

Provide a detailed work plan with corresponding timeline that identifies date-specific milestones for hiring, training, and other key components of the program.

### *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 on the Island of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_  
of legal age, \_\_\_\_\_  
(Trade or Corporation)

and personally known to me.

(SEAL)

\_\_\_\_\_  
Public Notary

**ENCLOSURE DOCUMENT B**  
***DEBARMENT CERTIFICATION FORM***

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***Certification Regarding Debarment, Suspension and Ineligibility***

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- (1) The respondent certifies, by submission of this RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
  
- (2) Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this RFP Response.

Name and Title of Authorized Representative

---

---

Signature

---

Date

## ENCLOSURE DOCUMENT C

### CONTRACT DOCUMENT CHECKLIST

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

1. \_\_\_ Contractor Corporate Documents

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

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

\_\_\_ **Sole Proprietor**      \_\_\_ Copy of Trade Name Certificate

2. \_\_\_ Current business license      Expiration date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_  
    Type of business license: \_\_\_\_\_

3. \_\_\_ Employer Identification Number (EIN/ SSN): \_\_\_\_\_

4. \_\_\_ DUNS Number: \_\_\_\_\_

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**  
**CONTRACTOR'S QUALIFICATION STATEMENT**

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

Number of Years licensed to conduct business \_\_\_\_\_  
Number of Housing Case Management Services completed in the last 5 Years \_\_\_\_\_, Average value of these Contracts \$ \_\_\_\_\_  
Do you have current Liability Insurance Coverage? Yes No If yes, value \$ \_\_\_\_\_

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

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

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

- 1) Name \_\_\_\_\_ Contact Number \_\_\_\_\_
- 2) Name \_\_\_\_\_ Contact Number \_\_\_\_\_
- 3) Name \_\_\_\_\_ Contact Number \_\_\_\_\_

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

- 1) \_\_\_\_\_ Type: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_
- 2) \_\_\_\_\_ Type: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_
- 3) \_\_\_\_\_ Type: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_  
*(If you have more contracts, please list on separate sheet)*

List the **various types of trade work** your crew typically provides: \_\_\_\_\_  
\_\_\_\_\_

List the **types of Subcontractors** you will typically utilize: \_\_\_\_\_  
\_\_\_\_\_

Certification of truth of the above Statements, by: \_\_\_\_\_ Title: \_\_\_\_\_



**ENCLOSURE DOCUMENT E**  
*BID SHEET*  
**HOUSING CASE MANAGEMENT SERVICES**  
**for the**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

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

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

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.

<b>Position</b>	<b># of Staff</b>	<b>Hourly Rate</b>	<b>Estimated Hours per Week</b>	<b>Estimated Timing)</b>	<b>Estimated Total</b>
<b>Section 1</b>					
Project Director				100	
Case Worker Program Manager				100	
IT Lead				100	
Housing and Case Management Subject Matter Expert (SME)				100	
Case Worker Site Manager/Supervisor				100	
Case Workers				100	
Case Worker Assistants/Call Center Personnel				100	
<b>SUBTOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	
<b>Section 2</b>					
<i>Start-up of Operations:</i>					
Case Management Software (all costs to be fully operational)	1	N/A	N/A	N/A	

Office equipment and supplies for on-island intake centers	1	N/A	N/A	N/A	
Mobilization and office set up of on-island intake centers	1	N/A	N/A	N/A	
Office equipment and supplies for call center (if not housed in on-island intake center)	1	N/A	N/A	N/A	
Mobilization and office set up of call center (if not housed in on-island intake center)	1	N/A	N/A	N/A	
Website Development (all costs to go live)	1	N/A	N/A	N/A	
Other Necessary One Time Costs (Please itemize on a separate sheet)	1	N/A	N/A	N/A	
<b>SUBTOTAL – Start-up of Operations</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	
<b>Section 3</b>					
<i>Ongoing Expenses</i>					
Lease payments for on-island intake centers/call center	1		N/A	24 months	
Utilities	1		N/A	24 months	
Travel, Housing, and Per Diem (weekly lump sum)	1		N/A	100 weeks	
<b>TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

**PLEASE PRINT OR TYPE NAME & THEN SIGN BELOW**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# Attachment 1

## *HUD GENERAL PROVISIONS*

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

### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

### 2. STATUTORY AND REGULATORY COMPLIANCE

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

### 3. BREACH OF CONTRACT TERMS

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

### 4. REPORTING REQUIREMENTS

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

### 5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

13. AGE DISCRIMINATION ACT OF 1975

The Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the

basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

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

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

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

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

17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

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

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

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

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

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

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

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

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

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

Equal Opportunity for Workers With Disabilities

1. The Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the contractor including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of the Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
4. The Subcontractor agrees to post in conspicuous places, available to employees and applicants

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

5. The Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
6. The Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

- A. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this



non-discrimination clause. The Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Subcontractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Subcontractor will take such action as the government may direct as a means of enforcing such provisions.

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS

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

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

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

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Subcontractor agrees to send to each labor organization or representative of workers with which the Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous

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

- D. The Subcontractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Subcontractor will not subcontract with any subcontractor where the Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### 31. FAIR HOUSING ACT

Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11868.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf) for more information.

