



# VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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## REQUEST FOR PROPOSALS

for  
CONSTRUCTION MANAGEMENT  
SERVICES CDBG-DR  
SINGLE- AND MULTI-FAMILY REPAIR PROGRAMS

### RFP 004-2022-DR-STT/STX

#### **Issue date**

February 25, 2022

#### **Submittal deadline**

March 30, 2022

#### **Contact person:**

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## Virgin Islands Housing Finance Authority

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RFP 004-2022-DR-STT/STX

### REQUEST FOR PROPOSALS

Construction Management Services

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#### 1.0 INTRODUCTION

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

#### 1.1 GOALS AND OBJECTIVES

The successful Respondent will perform comprehensive construction management services that aid VIHFA Programs in fulfilling their statutory responsibilities for qualified homes deemed eligible for the CDBG-DR funding. The duties shall include but are not limited to developing scopes of work with estimated costs to repair, conducting periodic construction inspections, and other activities as listed to assist residents in returning their homes to a safe and functional dwelling in a timely and efficient manner maintaining compliance with federal requirements.

#### 2.0 PROPOSAL DESCRIPTION

The selected Respondent will provide support as an independent contractor for Construction Management Services for the territory-wide CDBG-DR residential repair programs to include but not limited to the single- and multi-family properties with approximately 266 units.

	<b>Properties</b>	<b>Units</b>	<b>Average Units per Property</b>
St. Croix	79	111	2
St. Thomas	70	144	2
St. John	7	11	2
<b>Total</b>	<b>156</b>	<b>266</b>	

The successful Respondent must perform the service categories listed herein to be eligible for an award under this Solicitation. The respondent(s) should provide a detailed narrative of its experience related to each of the service categories. The proposal is a fixed price. Respondents shall provide a cost for each task on **Enclosure Document G**.

The service area will cover the entire Territory: St. Thomas, St. John, and St. Croix. To limit inter-island travel expenses, the CDBG-DR Program requires that the successful Respondent have staffing capabilities on St. Croix and St. Thomas to perform the requested services. Per diem and other travel

costs will not be paid. The successful Respondent must participate in weekly meetings, submit reports, and be available as needed.

## **2.1 SCOPE OF WORK - SINGLE AND MULTI-FAMILY REPAIR PROGRAMS**

The Scope of Work for Construction Management Services includes:

### 2.1.2 Creation of Scopes of Work (per unit)

The selected respondent shall conduct a field inspection to develop a scope of work to include an estimated cost relevant to the cost of construction on each island. The report shall identify storm-related damage for each unit to be submitted for review and approval by the VIHFA. It shall include photos to support justified repairs. The respondent shall ensure all specified repairs conform to the Construction Standards, Specifications, and any other requirements in the Programs' Policies and Procedures. Respondents shall complete the scope development within ten (10) work days of the assignment of that task by VIHFA.

### 2.1.3 Create new Allowable Activities (AA) Reports (per unit)

The selected respondent shall conduct a field inspection verifying all repairs claimed by applicants. The respondent shall ensure all specified repairs addresses storm-related damage, verify the estimated cost of the completed repairs, and certify the selected repairs conform to the USVI CDBG-DR Program's Construction Standards and Specifications and any other requirements in the Programs' Policies and Procedures. Respondents shall complete the Allowable Activity Report within ten (10) workdays of the assignment of that task by VIHFA.

### 2.1.4 Creation of Architectural Drawings (per square foot)(rehab/recon)

The selected Respondent will be required to create or modify architectural drawings as needed to represent the applicant's scope of work. A field review is necessary to validate the repairs for the architectural drawings and permits. Architectural Drawings must convey all rehabilitation and reconstruction components, address storm damage, and conform to the USVI CDBG-DR program's Construction Standards and the Program's Policies and Procedures requirements. The respondent is responsible for ensuring the scopes of work and drawings match before submitting them to VIHFA for approval. Once approved, the respondent will submit permit packages to DPNR, and VIHFA will pay fees directly to DPNR. Respondents shall complete the Architectural Drawings within twenty (20) workdays of the assignment of that task by VIHFA and permit packages within ten (10) workdays of the approval by VIHFA.

### 2.1.5 Trades Assessment

Depending on the severity of the units, the Respondent may be required to provide an assessment by a licensed professional (i.e., electrician, plumber, engineer, other professionals). Respondents must conduct the evaluation, provide a recommendation to rectify the concern and provide an estimated cost within ten (10) workdays of the assignment of that task by VIHFA.

### 2.1.6 Inspection Duties

#### 2.1.6(a) General Requirements

- The selected Respondent will conduct various inspections of the assigned property for compliance/quality control with the standards listed below. Depending on the type of property, the assessments may include single-family or multi-family properties; respondents are required to use the following criteria:
  - USVI CDBG-DR Project Manual (specifications)
  - HUD Housing Quality Standards (HQS)
  - Department of Planning & Natural Resources – USVI Construction Information for Strong Home Guide version dated October 20, 2018
  - VIHFA CDBG-DR Construction Standards (located in the Construction Management Policies and Procedures)
  - HUD Green Building Retrofit Standard - Modified by the USVI
  - Local Building codes as applicable; and
  - Applicable environmental and historic preservation laws and regulations
  - Federal Section 504 of the Rehabilitation Act of 1973 requirements as amended
  - American’s with Disabilities Act applicable requirements
  
- The successful Respondent shall:
  - Schedule and organize preconstruction meetings in conjunction with VIHFA, construction contractor, and applicant before commencement/mobilization
  
  - Provide construction oversight/project management to ensure all project requirements are met. Identify staff that will assume this overall project management role, describing their experience and qualifications in detail. This will involve, but not be limited to:
    - Developing inspection and construction production schedules
    - Assigning staff to work with DR Program Construction Program staff to monitor timelines and oversee inspections
    - Assist contractors as needed in the preparation of draw requests
    - Review and document change orders
    - Provide weekly reports documenting damage assessments, construction timelines, the status of change orders (CO) and requests for information (RFI), draw inspections, pay requests status, project completions, and occupancy certifications
  
  - All related reports shall conform to VIHFA approved format. Reports shall include any discrepancies and non-compliance with related federal regulations, VIHFA policies and procedures, and recommendations for attaining compliance. Reports shall also have any immediate or potential conflicts with a project’s completion timeline
  
  - In writing or email, the selected Respondent must notify contractors and construction crew of discrepancies identified during inspections and suggest methods and means by which they will return projects to compliance

- Review and ensure compliance with environmental requirements and mitigation measures
- Have expert knowledge in Office 365 Suite (advanced expertise in Excel) and other approved software solution for scopes of work and cost estimating), such as Xactimate, Construction Online, and RS Means
- For rental properties with five (5) or more units, scopes of work must include wiring, fiber optic cables, and permanently affixed equipment such as receivers to receive broadband/internet access when applicable
- Provide program-related cost estimating services that reflect current and accurate construction costs on each island to be used in the estimated cost to repair and change orders.

#### 2.1.6(b) Construction Progress Inspections

The successful Respondent will accomplish construction progress inspections as directed, including documentation, reporting, and notification of discrepancies from the scope of work and construction standards. Respondents shall complete the Construction Progress Inspection Reports within three (3) workdays of the assignment to the construction contractor and VIHFA staff.

#### 2.1.7 Evaluation of Construction Bids within Mini Bid Packages.

The successful Respondent will schedule and conduct a site visit of the project with prospective bidders to review the scope of work and answer questions (Bid Walk), prepare bid documents, participate in bid evaluation, review bids for completeness, accuracy, and cost reasonableness, and provide recommendations for awarding construction contracts. Respondents shall complete the Mini Bid documents within three (3) workdays of the assignment of that task by VIHFA. Bid evaluators must submit evaluation scorecards within one (1) workday of the bid evaluation meeting.

#### 2.1.8 Payment Requests

The Respondent shall track and assure timely processing of all requests until project closeout. Responder shall conduct draw inspections, confirm costs, edit, and provide written report to accompany draw request, Pay Application (Pay APP). Each draw inspection report shall include the AppID #, designation, physical address, GPS coordinates of the property, date of construction inspection, weather condition, site conditions, attendees, and exterior and interior photos of the related work and recommendation for payment. The Responder must review and confirm the level of payment requested by the contractor for accuracy, completeness, and use of the approved VIHFA documentation format. The completion of draw inspections and the related reporting shall be completed within five (5) days of assignment by VIHFA.

#### 2.1.9 Change Order Requests

The Responder shall review Requests for Information (RFI) and Change Order requests for necessity, completeness, compliance with VIHFA Construction Standards, and cost reasonableness. The Change Order Request and the related reporting shall be completed within five (5) days of assignment by VIHFA.

#### 2.1.10 Project Close-Out

The Responder will review projects for Close-Out, per VIHFA policies and procedures, and provide related file documentation.

#### 2.1.11 Weekly and Monthly Reports

Provide weekly and monthly written reports that reflect a current overview of all projects in progress and under his assignment. The activity report shall include, among other items:

- project status against milestones,
- construction RFI and CO requests,
- notice of potential claims,
- construction activities completed,
- the ongoing and upcoming status of project budget and schedule,
- number of homes completed and reoccupied during that month,
- number of homes under active construction during that month, and
- other highlights and critical issues.

Respondents shall submit Weekly Reports on the following Monday and Monthly Reports on the 5<sup>th</sup> of the next month.

#### 2.1.12 Record Keeping/Documentation

- All records, documents, photos, and communications with Staff and construction contractors, received, created, or maintained are the property of VIHFA and shall be provided upon request, at no additional cost for production. Respondents must upload all documentation to the software solution designated by the USVI CDBG-DR Program. All records, documents, photos, and communications shall be maintained and made available to VIHFA in their native digital format. For example, architectural drawings shall be kept and made available to VIHFA in a standard digital format that allows editing without conversion.
- Respondent(s) shall comply with VIHFA's record management policy and those policies for safeguarding records and maintaining the confidentiality of all data used or created in the performance of the work.
- The Respondent's reports shall conform to VIHFA standard reporting formats.
- The Respondent shall demonstrate that it has sufficient writing skills to communicate technical and case management information in written report formats.

## **2.2 COMMENCEMENT OF SERVICES**

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

## **2.3 KEY PERSONNEL**

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

At a minimum, each proposal shall include:

- a) An organization chart showing the reporting responsibilities and organization of all Key Personnel, including direct staff to be assigned and sub-contractors
- b) Personnel job descriptions and reporting responsibilities, including identification of all individuals performing functions of Key Personnel

The list of key personnel must include all persons responsible for providing the services in this proposal. The Programs must approve additional personnel should the personnel list change at or after the respondent is selected.

## **3.0 QUALIFICATIONS**

The VIHFA seeks organizations or individuals with experience and success in Construction Management Services in the U.S. Virgin Islands. The selected Respondent must adequately demonstrate its expertise in Construction Management Services in its proposal submittal. The respondent shall identify the individuals proposed to implement these services and provide their training and experience, such as knowledge, training, and years of experience in Architecture, Engineering, and Construction Management Services with at least six (6) years working experience in any of the fields above.

The selected Respondent must have the knowledge, skills, training, and experience required to accomplish contract requirements. The VIHFA-CDBG-DR Program reserves the right to review and approve or disapprove the qualifications of any organization or individual. VIHFA desires that the firm's resources meet or exceed the criteria listed in Part 2: Scope of Work and Part 3: 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 U.S. Virgin Islands at the time of the submission of their responses to this RFP. Respondents shall attach a certificate of good standing from the Secretary of State. Upon contract execution, the successful Respondent will show evidence of its required licenses or certifications needed to do business in the USVI.

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

The following subsections are required minimum qualifications.

- i. Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent VIHFA from selecting Respondent. Such negative findings may include, but are not limited to, the following:

- A record of substantial building code violations or litigation against properties owned or managed by Respondent or by any entity or individual that comprises Respondent
- ii. Respondent has adequate financial resources to perform the contract or the ability to obtain them. The Proposal must include financial records for the past two (2) years in the Proposal.
- iii. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- iv. Respondent has a satisfactory performance record.
- v. Respondent has a satisfactory record of integrity and business ethics.
- vi. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- vii. Respondent has thoroughly reviewed the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56) on September 8, 2017, and the Budget Bill (Pub. L. 115-123), all pertinent Federal Register notices, and the USVI Action Plan and all amendments thereto.
- viii. Respondent has established prior experience in successfully performing the scope of services requested.
- ix. Respondent and its employees hold and maintain all territorial, federal, state, and local licenses or certifications as required to perform the requested services.
- x. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The following subsections are required minimum qualifications.

- i. Proposers should give a brief description of their company, including a brief history; corporate or organization structure; and number of years in business. Respondents partnering or subcontracting with any other entity must 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. The proposal submission must include financial statements for the past two (2) years, preferably audited.
- iii. Respondent can comply with the required or proposed delivery or performance schedule, considering 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 a complete listing of all pending and resolved litigation. Failure to provide information will deem the proposal disqualified.
- viii. Respondent has the necessary organization, experience, construction management expertise, operational controls, and other essential technical skills, or the ability to obtain them.
- ix. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- x. Respondents must demonstrate they have the knowledge 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, National Environmental Policy Act (NEPA), Uniform Relocation Assistance and Real Property Acquisition Act (URA), Davis-Bacon and Related Acts)
  - b) Federal and state rules regarding lead paint and other environmental health hazards (e.g., mold, asbestos, radon)
  - c) USVI zoning, building, and housing laws and regulations, including the USVI Development Code and Building Energy Code
  - d) Damage assessment and cost estimation
  - e) Engineered blueprints, as needed
  - f) Construction documents drafting and review
  - g) Construction project oversight, progress inspection, and wage compliance monitoring
  - h) Construction contract administration
  - i) Reporting and metrics
  - j) Customer service
  - k) Ability to provide services in multiple languages as necessary, including English and Spanish

Additionally, the selected firm must have individuals or firms with all the qualifications, knowledge, skills, and abilities for their assigned tasks to include a plan to provide additional training as necessary with the requisite skills and proficiencies.

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

- i. Adverse findings from the USVI Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or an Inspector General in another state
- ii. Pending or unresolved legal action from the U.S. Attorney General or 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. Fair Housing violations or current litigation.
- vi. A record of substantial building code violations or litigation against properties owned or managed by the Respondent or any entity or individual that comprises the Respondent.
- vii. Past or pending voluntary or involuntary bankruptcy proceedings.
- viii. Criminal conviction for fraud, bribery, or grand larceny by any principal of the Respondent.

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

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

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

Respondents must provide the cost to complete the tasks outlined in this RFP. The Program will not reimburse for travel expenses, per diem, office spaces, supplies, other direct costs, or similar activities under the contract. The contract, fixed price, will be funded, in whole or in part, by CDBG-DR funds; therefore, funding and payment of the agreement are based on requirements and availability of the CDBG-DR funds by VIHFA. The Respondent is responsible for submitting all required documentation for payment to VIHFA. Please note that the information requested in the cost proposal may not necessarily reflect the final contract structure.

#### **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. The Authority will reject proposals naming more than one prime Contractor. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements; however, they shall acknowledge total responsibility for the entire contract in their proposals.

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 the contract, timing, and payments to subcontractors regardless of funding provided by VIHFA.

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

## **7.0 REQUEST FOR PROPOSALS SCHEDULE**

<b>RFP SCHEDULE</b>	<b>DATES and TIMES</b>
RFP Release Date	February 25, 2022
Pre-Proposal Conference	March 9, 2022
Deadline for Questions	March 16, 2022
Question Responses Deadline	March 22, 2022
Proposals Submission Deadline	March 30, 2022

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

## **8.0 NUMBER OF AWARDS**

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

## **9.0 ISSUING AND PROCURING OFFICE**

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

Virgin Islands Housing Finance Authority  
Community Development Block Grant – Disaster Recovery  
1100 Beltjen Road - Suite 200  
St. Thomas, VI 00802

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

Inquiries can be made by e-mail and must be completed using **Enclosure Document H**. Mark the subject line for emails “RFP 004-2022-DR-STT/STX”.

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

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

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

#### **10.0 CONFLICT OF INTEREST**

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

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

#### **11.0 M/WBE**

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

Respondents must document good faith efforts to provide meaningful participation by M/WBE firms.

#### **12.0 GENERAL FEDERAL GRANT REQUIREMENTS**

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

### **13.0 HUD GENERAL PROVISIONS**

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

### **14.0 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.

### **15.0 PRE-PROPOSAL CONFERENCE**

The VIHFA will conduct a virtual Pre-Proposal Conference at 2:00 p.m. Atlantic Standard Time (“AST”) on March 9, 2022. You may join the meeting at <https://us02web.zoom.us/j/86278758630>. Meeting ID: 862 7875 8630

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

### **16.0 DELIVERY OF BID PACKAGES**

All responses to this RFP are to be submitted no later than **4:00 PM AST on March 30, 2022**. The VIHFA will not consider fax submission of a proposal. The proposal package must be emailed to

[procurement@vihfa.gov](mailto:procurement@vihfa.gov).

**Subject: RFP 004-2022-DR-STT/STX**

Failure to clearly mark each bid package with this information may cause VIHFA to inadvertently manage the receipt of the proposal package. 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** considered.

### **16.1 CONTENTS OF PROPOSAL PACKAGE**

To be considered for the award, the bid package shall meet the following requirements.

#### **EMAIL ATTACHMENT #1 - PROPOSAL**

#### **PROPOSAL FORMAT:**

**A. RFP Cover Letter – Complete Enclosure Document A.**

- B. Commitment Statement Letter** - The commitment statement 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. The letter shall also include a statement of understanding for the work to be done. It shall state that the firm will be solely responsible for all aspects of the engagement, including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The letter shall state that all data presented in the proposal is accurate and complete. Additionally, the firm must state they understand the discovery of any significant inaccuracy in the information submitted by them shall constitute good and sufficient cause for rejection of the proposal. It should also state that the proposal will remain in effect for a period of 90 days from the submission deadline and thereafter until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm has not engaged in unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**.
- E. Corporate Document Checklist Form** – Complete **Enclosure Document D** and submit **current Business License**. For this section, Respondent must provide evidence that the company is licensed to provide Construction Management Services or equivalent. The Business License must be relevant to the Scope of Work for this solicitation.
- F. Respondent's Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, the Respondent shall provide at least three (3) non-VIHFA references for whom the Respondent has performed the most recent, relevant work comparable to the scope requested in this RFP who would be willing to discuss Respondent's competency and performance. If Respondent currently has more than three (3) non-VIHFA references, Respondent may provide a separate sheet with its client list and contact information. The VIHFA reserves the right to check references prior to award.
- G. Technical Proposal** – Provide a detailed narrative explaining the Respondent's qualifications to provide the services, focusing on its company's key strengths and competitive advantages. The proposal shall consist of the following:
- A. An EXECUTIVE SUMMARY which should contain the following:
    1. The name, address, telephone, fax, and email of the respondent should be included. The Respondent shall provide its office locations, number of full-time employees, date of incorporation, and number of years providing construction management services, in particular, noting years related to CDBG disaster recovery construction management services.
    2. Brief history and description of the firm:
      - i. List current ownership structure

- ii. Year established and any former names (s) under which the firm conducted business, if applicable
- iii. The number of employees in your firm
- iv. Type of services provided by the firm including but not limited to an explanation of the types of service you provide that relate to this RFP
- v. Respondent's standard consultant services contract shall be included in the proposal

B. QUALIFICATION SUMMARY which should contain the following:

1. A statement of the firm's qualifications to perform the requested services.
2. Resumes of key personnel
  - A list of the specific responsibilities and a resume for each individual who will be assigned to this project

C. EXPERIENCE SUMMARY which should contain the following:

1. Applicable experience providing Construction Management (Staff Augmentation) Services.
2. Other relevant experience.

D. APPROACH SUMMARY which should contain the following:

1. Respondents shall propose a work plan describing the unique approach on how the firm intends to execute the scope of services and provide a schedule for completion.

## **EMAIL ATTACHMENT #2 – COST**

### **COST FORMAT:**

**COST – Complete Attachment Document G.** All proposal 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. **All costs shall reflect unit cost pricing and not lump sum cost.**

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

## **16.2 REQUIRED DOCUMENTS**

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

**A. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company's Annual Report on June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.

**B. Insurance** – The successful Respondent shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Respondent, including policy coverage periods. Respondents shall furnish the VIHFA with certificates of insurance, showing the following insurance is in force and will ensure all operations under this RFP.

1. **General Liability Insurance** – The successful respondent will be required to obtain, maintain and provide in place General Liability Insurance in an amount no less than Five Hundred Thousand (\$500,000.00) Dollars for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

**Virgin Islands Housing Finance Authority  
3202 Demarara Plaza Suite 200  
St. Thomas, U.S. Virgin Islands 00802-6447**

2. **Professional Liability Insurance (E&O)** - The successful respondent will be required to obtain, maintain and provide in place Professional Liability Insurance in an amount no less than Five Hundred Thousand (\$500,000.00) Dollars per claim within ten (10) business days of receiving a notice of selection.

**C. Worker's Compensation Insurance/Certificate of Government Insurance Coverage** - The successful respondent will be required to obtain and have in place Worker's Compensation Insurance coverage at the statutory limit within ten (10) business days of receiving a notice of selection.

**D. Business License** -

The successful respondent will be required to submit a valid VI Business License **within 30 days after 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 EVALUATION CRITERIA**

VIHFA will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:



<p><b>Qualifications, related experience and references:</b> Proposer’s experience, years in business and past and current client references, technical expertise and professional competence in areas directly related to this RPF, number of years’ experience performing similar work, demonstrated ability to manage and coordinate the work, deliver quality projects and services, deliver projects within budget and on schedule, and experience working in the US Virgin Islands or another insular area.</p>	<p>20 points</p>
<p><b>Specialized Experience:</b> Technical expertise and professional competence in areas directly related to the work identified in this RFP. Level of experience knowledge of the Territory and federal guidelines and requirements, certifications and licenses required, and training of key personnel assigned, the strength of experience and stability of proposed personnel, breadth and depth of resources, coordination of work and quality control, availability of proposed staffing, and concurrence with restrictions on changes in key personnel. Respondents will provide a detailed presentation highlighting company’s qualifications.</p>	<p>30 points</p>
<p><b>Work plan:</b> Depth of understanding of VHHFA’s needs and requirements, understanding of the Scope of Work, proposer’s approach and methodology reflecting the ability to provide the requested work, demonstrated knowledge of the work being requested identification and knowledge of all requirements cited in the Scope of Work, and proposed technical or procedural innovations identified in the proposal. Optimized methods/processes to reduce construction duration and/or achieve project goals.</p>	<p>20 points</p>
<p><b>Interviews:</b> Responsive Respondents may be invited to make oral presentations of their proposal before the Evaluation Committee. The time and location of the presentations will be communicated to the Respondent via written correspondence e-mail. The oral presentation will provide Respondents an opportunity to clarify or elaborate on submitted proposal, supply additional information, and respond to questions posed by the Evaluation Committee but shall in no way materially change the Respondent’s original submission.</p>	<p>10 points</p>
<p><b>Cost:</b> Shall be evaluated based on the reasonableness of Respondent’s cost of the services.</p>	<p>20 points</p>
<p><b>Total</b></p>	<p>100 points</p>

### 17.1 CONTRACT NEGOTIATIONS

The VIHFA Evaluation Committee shall recommend to the Executive Director the most qualified firm or individual with whom a contract shall be negotiated as a result of the Committee’s scores from the written proposals or discussions-oral presentations if conducted. If VIHFA is unable to reach an agreement with the highest ranked firm, it may negotiate with the next highest ranked firm(s), proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with a qualified firm, VIHFA reserves the right to cancel said solicitation.

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

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. 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 a technical evaluation and will be conducted as set forth herein.

### **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 | RFP Cover Letter                          |
| ▪ Enclosure Document B | Non-Collusive Affidavit                   |
| ▪ Enclosure Document C | Debarment Certification Form              |
| ▪ Enclosure Document D | Corporate Document Checklist Form         |
| ▪ Enclosure Document E | Respondent's Qualification Statement Form |
| ▪ Enclosure Document F | Conflict of Interest                      |
| ▪ Enclosure Document G | Proposal Cost Sheet                       |
| ▪ Enclosure Document H | Form for Submission of Inquiries          |
| ▪ Enclosure Document I | HUD General Provisions                    |

**ENCLOSURE DOCUMENT A**  
**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
***RFP COVER LETTER***

**RESPONDENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

**RESPONDENT'S CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SCHEDULE OF ADDENDA**

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

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

Addendum Number \_\_\_\_\_

Issue Date \_\_\_\_\_

**RESPONDENT'S AUTHORIZED REPRESENTATIVE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ENCLOSURE DOCUMENT B**  
**Virgin Islands Housing Finance Authority**  
***NON-COLLUSIVE AFFIDAVIT***

\_\_\_\_\_, being first duly sworn, deposes and says:

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

\_\_\_\_\_  
(Name of Respondent, if the Respondent is a corporation)

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

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

Subscribed and sworn to before me at (location) \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_

of legal age, \_\_\_\_\_

(Trade or Corporation)

and personally, known to me.

(SEAL) \_\_\_\_\_

Public Notary

**ENCLOSURE DOCUMENT C**  
**Virgin Islands Housing Finance Authority**  
***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) The respondent will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) The respondent shall not knowingly enter any agreement/subcontractor relationship lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this procurement, unless authorized by the department or agency with which this procurement originated.
- (4) Where the respondent is unable to certify to any of the statements in this certification, such respondent shall attach an explanation to this RFP Response.

Name and Title of Authorized Representative

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Signature

---

Date

**ENCLOSURE DOCUMENT D**  
**Virgin Islands Housing Finance Authority**  
**CORPORATE DOCUMENT CHECKLIST**

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

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

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

1. \_\_\_ Contractor Corporate Documents

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

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

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

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

\_\_\_\_\_

Type of business license: \_\_\_\_\_

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

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

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

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

6. \_\_\_ Proposed Scope of Work TB# \_\_\_\_\_ IFB# \_\_\_\_\_ RFP# \_\_\_\_\_ RFQ# \_\_\_\_\_

7. \_\_\_ Bids \_\_\_ Signed Bid Evaluation Spreadsheet

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

CDBG-DR Staff Final Review Date: \_\_\_\_\_/\_\_\_\_\_/20\_\_\_

Date Submitted by CDBG-DR \_\_\_/\_\_\_\_\_/20\_\_\_

Outstanding Issues: \_\_\_\_\_

CDBG-DR Director: \_\_\_\_\_

Date approved: \_\_\_\_\_

Legal Counsel: \_\_\_\_\_

Date approved: \_\_\_\_\_

Date Submitted to Executive Director for Contract Approval: \_\_\_/\_\_\_/20\_\_

Suggested # of Days in Contract \_\_\_\_\_

Mobilization/Payment Terms \_\_\_\_\_

**ENCLOSURE DOCUMENT E**  
**Virgin Islands Housing Finance Authority**  
***RESPONDENT'S QUALIFICATION STATEMENT***

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

Business Location (office): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Website address (if any): \_\_\_\_\_

---

Number of Years licensed to conduct business \_\_\_\_\_

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

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

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

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

---

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

---

List the **Subcontractors** you will utilize: \_\_\_\_\_

---

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

Title: \_\_\_\_\_



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

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

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

# ENCLOSURE DOCUMENT F

## Virgin Islands Housing Finance Authority

### *CONFLICT OF INTEREST*

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

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

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

The Respondent, \_\_\_\_\_, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. **RFP 004-2022-DR-STT/STX** that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of

interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The Respondent further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the VIHFA's satisfaction, such conflict of interest (or apparent conflict of interest).

Name and Title of Authorized Representative

---

---

Signature

---

Date

# ENCLOSURE DOCUMENT G

## Virgin Islands Housing Finance Authority

### PROPOSAL COST SHEET

#### Proposed Unit Cost Form – Residential Repair Programs

Firm Name: \_\_\_\_\_

Please review the Statement of Qualifications (SOQ) submitted in response to RFP \_\_\_\_\_ for the services checked below, as described in Section 2.1 of this Solicitation. The unit costs submitted should reflect the cost to complete each task per unit. Payment for each of the outlined tasks would not be approved until that task is satisfactorily completed. The Program will not accept invoices containing any additional task (i.e. travel, expenses, mark-ups, etc.)

Task	Task	#	QTY	Unit Price
1	Scope of Work (photos, scope of work, estimated cost to repair, and bid sheet)	266	EA @ (Units)	
2	Allowable Activity Report (summary of repairs completed by applicant with photos)	156	EA @ (Property)	
3	Architectural Drawings (Inspection by a licensed professional to include drawings and submission of permit package to DPNR) (Rehab Unit average 1,400 sq. ft)	186	SF @ (Units)	
4	Architectural Drawings (Inspection by a licensed professional to include drawings and submission of permit package to DPNR) (Recon Unit average 1,400 sq. ft)	80	SF @ (Units)	
5	Trades Assessment (Inspection by a licensed trade professional with scope and estimated cost to repair)	40	EA @ (Property)	
6	Management of Mini Bid (From Preparation of Packages to Evaluation)	16	EA @ (Package)	
7	Inspection of a Unit in Active Construction (Rehab Unit)	745	EA @ (Units)	
8	Inspection of a Unit in Active Construction (Recon Unit)	479	EA @ (Units)	
9	Review and approval of a Construction Payment Request (quarter progress inspections)	624	EA @ (Property)	
10	Review and approval of a Construction Change Order Request	50	EA @ (Property)	
11	Project Close-Out Documents	156	EA @ (Property)	

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ENCLOSURE DOCUMENT H**  
Virgin Islands Housing Finance Authority  
*FORM FOR SUBMISSION OF INQUIRIES*

**RFP 004-2022-DR-STT/STX**

**Construction Management (Staff Augmentation)**

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

---

**Proposer:**

**Date:**

---

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

# ENCLOSURE DOCUMENT I

## HUD GENERAL PROVISIONS (“HUD RIDER”)

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

### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

### 2. STATUTORY AND REGULATORY COMPLIANCE

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

### 3. BREACH OF CONTRACT TERMS

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

### 4. REPORTING REQUIREMENTS

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

### 5. ACCESS TO RECORDS

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

## **6. MAINTENANCE/RETENTION OF RECORDS**

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

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

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

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

## **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

## **9. ENERGY EFFICIENCY**

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

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

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

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

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

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

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

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

**13. AGE DISCRIMINATION ACT OF 1975**

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

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

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

**15. CONFLICTS OF INTEREST**

The Contractor/Subcontractor shall notify VIHFA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2

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

**16. SUBCONTRACTING**

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



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

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

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

## 17. ASSIGNABILITY

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

## 18. INDEMNIFICATION

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

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

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

## **20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

## **21. DAVIS-BACON ACT**

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

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

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

## **22. TERMINATION FOR CAUSE**

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

## **23. TERMINATION FOR CONVENIENCE**

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

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

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C.

*Updated: 2/2/2022*

§ 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

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

and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

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

## 25. **EXECUTIVE ORDER 11246**

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

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

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

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

- D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

## 26. **CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any

location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

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

## 27. **CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

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

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt

subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## 28. LOBBYING

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

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

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

## 29. BONDING REQUIREMENTS

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

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of*

*Updated: 2/2/2022*



*the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.  
(3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

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

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

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

- B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Subrecipient/Contractor agrees to identify all those individuals that will be working on the construction jobs by name, address, job title and wage rate. They also agree to certify those individuals who are Section 3 workers or Targeted Section 3 workers per the definition in 24 CFR Part 75

- D. The Subrecipient/Contractor agrees to send to each labor organization or representative of workers with which the *General Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the General Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  
- E. The Subrecipient / Contractor agrees to include this section 3 clause in every contract, subcontract and procurement documents subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The General Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75. .
  
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

### 31. FAIR HOUSING ACT

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

### 32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

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

### **33. PROCUREMENT**

The Uniform Guidance procurement requirements (2 C.F.R. Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price. Standards for procurement of supplies, equipment, construction, engineering, architectural, consulting, and other professional services are outlined in Title 31, Chapter 23, Sections 231-251 of the Virgin Islands Code and Title 31, Chapter 23, of the Virgin Islands Regulations.

### **34. CHANGE ORDERS TO CONTRACTS**

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

### **35. ENVIRONMENTAL REVIEW**

Every project undertaken with Federal funds, and all activities related to that project, is subject to

the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES.

The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

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

### **36. LEAD BASED PAINT**

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

### **37. ENVIRONMENTAL REVIEW RECORD**

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

### **38. FLOOD INSURANCE REQUIREMENTS**

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

### **39. DUPLICATION OF BENEFITS**

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. § 5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

### **40. ANTI-FRAUD, WASTE AND ABUSE CHECKS**

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

### **41. AFFIRMATIVELY FURTHERING FAIR HOUSING**

The Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R.

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

#### **42. DRUG FREE WORKPLACE**

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 81, as implemented by 24 C.F.R.

§ Part 24, Subpart F, §§ 983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

#### **43. TIMELY DISTRIBUTION OF FUNDS**

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 Fed. Reg. 40314 (Aug. 14, 2018); however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 Fed. Reg. 5844 (Feb. 14, 2018). Additionally, per 83 Fed. Reg. 5844, the provisions at 24 C.F.R. §§ 570.494 and 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

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

#### **44. PROPERTY MANAGEMENT AND DISTRIBUTION**

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24

C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property

for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fairmarket value of the property, less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. **LIMITED ENGLISH PROFICIENCY**

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

46. **PERSONALLY IDENTIFIABLE INFORMATION**

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

47. **UNIFORM RELOCATION ACT**

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

48. **RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN.** Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

- (1) As part of its consolidated plan under 24 CFR Part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
- (2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of

general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in Parts 92 and 570 of this title, to minimize the displacement of

families and individuals from their homes and neighborhoods as a result of any assisted activities.

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

49. COMPLAINTS AND APPEALS

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

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50. **MONITORING**

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

51. **PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.