



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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

100 Lagoon Complex · Suite 4
St. Croix, U.S. Virgin Islands 00840-3912 Telephone:
(340) 772-4432 · Fax: (340) 772-4002

REQUEST FOR PROPOSALS RFP 009-2022-DR-STT/STX

CONSTRUCTION MANAGEMENT SERVICES for The Community Development Block Grant-Disaster Recovery Programs

Issue date:

May 12, 2022

Submittal deadline:

June 10, 2022

Contact person:

Nicole Roberts
CDBG-DR Procurement Officer
nroberts@vihfa.gov

 *Unlocking the Door to Affordable Housing*

Virgin Islands Housing Finance Authority

RFP 009-2022-DR-STT/STX

REQUEST FOR PROPOSALS

Construction Management Services

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. The chosen provider shall perform architectural review, engineering consultation and oversight services required to facilitate mitigation and disaster recovery efforts by the VIHFA and its designated subrecipients and developers under the Territory's CDBG-DR Action Plan and amendments. Programs serviced include the Public and Affordable Housing Development (PAHD); New Housing and Infrastructure (Homeownership) Construction, (NHIC), and Public Services and the Public Facilities (PSPF), programs.

The PAHD program provides financing for the redevelopment and creation of new affordable rental housing stock including subsidized and mixed-income rental units. Eligible development activities include the construction of new housing units, and the substantial rehabilitation of multifamily residential or commercial properties.

The NHIC (Homeownership) Program, provides program funds to install infrastructure and construct single family homes for first time home buyers on St. Thomas, St. Croix, and St. John. The land development will include activities such as infrastructure (roads, lighting, etc.), grading, installation of utilities, and land preparation. The two programmatic approaches under NHIC are:

Turnkey Home Development: This will enable the creation of new, turn-key homes for first-time homebuyers and allow for the development of new homes on land owned by VIHFA. Potential homebuyers must qualify through the VIHFA's first time home buyer program, must have resided in the territory at the time of the 2017 storms.

Have a Lot, build a Home: The second option allows new construction to occur on land that already belongs to the household. This option enables the creation of new, custom stock housing on private land for first-time homebuyers. Potential owners must qualify through the VIHFA's first time home buyer program, must have resided in the territory at the time of the 2017 storms.

The Public Services and Public Facilities Program addresses needs of individuals experiencing homelessness and other populations requiring enhanced services, including the capital needs of existing facilities that must be brought back to pre-storm condition and the increased resilience of those facilities. There is also a need to expand facilities to accommodate more homeless individuals and to

pursue permanent supportive housing, transitional housing, mental health services, and substance abuse services for this population.

Additionally, the Territory faces the need for disaster shelters where individuals and families can weather future storms and live as they transition back into permanent housing in the aftermath of a natural disaster. The U.S. Virgin Islands faces the risk of hurricanes and seasonal storms, and at the current time the supply of shelters is deemed insufficient. Most of the limited existing sheltering options consist of educational facilities. Utilization of schools for this purpose greatly impairs the ability of the Territory to resume educational programs for students in the primary and secondary system, impeding the overall rate of recovery after a storm event. In addition, certain amenities, such as multiple showers, a medical clinic, etc., that are needed by individuals sheltering from a disaster are not currently present in those facilities.

Davis Bacon, Section 3, and MBE and WBE Compliance

CDBG-DR funded residential projects that are eight or more units require recipients of grant funds to comply with the Department of Labor Davis-Bacon Act and must also comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u). The Davis Bacon Act requires that construction workers be paid prevailing wages rates applicable to the location of a project. In order to comply with the provisions of the Davis Bacon Act, it will be necessary for the firm selected as a result of this Request for Proposals to undertake a variety of actions including construction site visits, construction worker interviews, review of certified payroll records for accuracy, and the resolution of payment discrepancies. Prevailing wages are the minimum hourly wages and fringe benefits that must be paid to employees working on federally funded projects, including those funded using CDBG-DR resources. When applicable, this will be specified in the Instructions to Bidders and full wage information will be included in the bid package.

The purpose of the Section 3 program is to provide employment, training, and contracting opportunities to low-income and low-skilled persons, including those individuals who are recipients of government assistance for housing. Additionally, the program is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with federal, state, and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government housing assistance (public housing and Section 8) and to business concerns which provide economic opportunity to low and very low-income persons. Section 3 reporting is required for any construction contract over \$200,000. The subrecipient and/or developer must track labor hours and salaries/wages for all employees. In addition,

information must be provided on the addresses of each laborer, as separate reporting is required for those residents who live in proximity to the project. The only exception to this requirement is supply only contracts that do not include any labor.

The CDBG-DR funds also require good faith efforts to utilize Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) in construction and supply contract opportunities.

This solicitation for construction services requires the oversight of applicable provisions of the Davis-Bacon Act (DBA), Section 3 by contractors and subcontractors, and the utilization of MBEs and FBEs that receive CDBG-DR funding through the initiative described in this request for proposals.

2.0 PROPOSAL DESCRIPTION

The selected Provider will review and provide oversight of CDBG-DR architectural, engineering and construction efforts conducted by Subrecipients and /or Developers in order to bring such CDBG-DR projects to fruition, from conceptual design, bidding, vendor oversight, to construction completion.

Respondent must provide a detailed narrative in its Solicitation Response, demonstrating the experience and ability to perform all requested services described below. Respondent must indicate if it intends to provide these services in house, with existing staff, or through subcontracting or partnership arrangements.

PAHD, NHIC and PSPF Programs

The scope of work for the larger multifamily housing projects, or public facilities, to be funded in part or in total with CDBG-DR funds may include any of the following tasks:

1.1 On Demand Duties

- The Responder may be asked to analyze construction documentation and conduct various inspections of the assigned property for compliance/quality control with the program standards. In these instances, the following standards are to be used:
 - 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
 - HUD Green Building Retrofit Standard
 - Local Building codes as applicable
 - Applicable environmental and historic preservation laws and regulations.
 - Federal Section 504 of the Rehabilitation Act of 1973 requirements as amended;
and
 - American's with Disabilities Act applicable requirements
- The selected Respondent will be required to review architectural drawings and specifications, providing a detailed analysis and report of each assigned project for appropriate design, adherence to standards, and for cost reasonableness.
 - The selected Respondent is required to attend meetings as directed by VIHFA and provide construction oversight as requested to ensure the requirements of each project are met.
 - If an inspection is requested, the selected Respondent is required to submit reports, for all assigned tasks, within three (3) workdays of completing those tasks. All related reports shall conform to the VIHFA approved format and delivered to the VIHFA software solution (SharePoint site). Reports shall include information regarding all discrepancies and or noncompliance with related federal regulations and VIHFA policies and procedures. Reports shall also include information about any immediate or potential issues regarding conflicts with a project's completion timeline, and potential solutions to discrepancies, noncompliance, and other issues with potential of actual negative affects to the project.
 - Each inspection report shall include physical address, and GPS coordinates of the property; date of construction inspection, weather condition; site conditions, attendees and exterior and interior photos of the related work.
 - The selected Respondent is required to notify the VIHFA, in writing or via email, of discrepancies identified during inspections and suggest methods and means by which such discrepancies will be brought back into compliance.
 - The selected Respondent shall review and ensure compliance with environmental requirements and mitigation measures.

- The selected Respondent must have a proficient knowledge in Office 365 Suite (advanced knowledge in Excel) and an automated construction cost estimating solution.
- The selected Respondent must provide program related cost estimating services that reflect current, and accurate construction costs on each of the three USVI islands for new construction and rehabilitation project construction costs and for the analysis of request for information (RFI) and Change Order (CO) requests.

1.2 Evaluation of Construction Costs.

The selected Respondent will evaluate construction costs, plans and specifications proposed by developers, and construction contractors for completeness, accuracy, and cost reasonableness, and provide recommendations for cost controls. A report detailing the results of such construction cost evaluations will be submitted to the Staff by the selected Respondent within fifteen (10) workdays of assignment.

1.3 Construction Progress Inspections

The selected Respondent will accomplish construction progress inspections as directed, including documentation, reporting and notification of discrepancies from the scope of work and/or construction standards. Within three (3) workdays of such inspections, reports shall be provided to the construction contractor, and VIHFA staff as directed.

1.4 Payment Requests

The selected Respondent shall attend regular draw inspection meetings, and review and approve Payment Requests, including a site inspection and report within three (3) work days of the assignment of that task.

1.5 Change Order Requests

The selected Respondent shall review Change Order requests for necessity, completeness, compliance with VIHFA Construction Standards and cost reasonableness and submit a report within three (3) workdays of the assignment of that task.

1.6 Support for Project Close Out

The selected Respondent will review projects for Close-Out, per VIHFA policies and procedures and provide related file documentation within 10 work days of the assignment of that task.

1.7 Monthly Project Status Reports including Cross Cutting Requirements

Provide monthly written reports that reflect a current overview of all projects in progress and under his assignment within five (5) work days of the end of the month. The activity report shall, at a minimum, include the items listed below:

- project status against milestones,
- contract change order requests,
- notice of potential claims,
- construction activities completed,
- ongoing and upcoming status of project budget and schedule, and
- other highlights, anticipated problems and critical issues.
- Davis bacon and section 3 reporting

1.8 Single-Family Land Development Site Plans

The selected Respondent shall review and provide a report within five (5) workdays for site plans and cost estimates, submitted by developers and/or construction contractors for the land development of single-family subdivisions, analyzing the plans for efficient land use, adherence to zoning regulations, storm water management, treatment of environmental issues, cost and any other issues that could jeopardize the project.

2.2 COMMENCEMENT OF SERVICES

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

2.3 KEY PERSONNEL

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

At a minimum each proposal shall include:

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

3.0 QUALIFICATIONS

The VIHFA seeks organizations and/or individuals with experience and success in Construction Management Services in the U.S. Virgin Islands and/or other Presidentially declared disasters recovery locations. The selected Respondent must be able to adequately demonstrate their experience in Construction Management Services in their proposal submittals. 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 aforementioned fields.

The selected Respondent must have 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 and/or individual. VIHFA desires that the firm's resources meet or exceed 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 area in which they are incorporated at the time of the submission of their responses to this RFP. Such respondents shall attach a certificate of good standing from the Secretary of State in the area in which they are incorporated to their proposals. Upon contract execution, the successful Respondent will show evidence of its applications to obtain any required licenses or certificates required to do business in the USVI.

3.2 REQUIRED 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 adverse findings may include, but are not limited to, the following:
 - a) Negative findings from the Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State
 - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in any State or Territory
 - c) Pending litigation with the USVI or any other State or Territory
 - d) Criminal conviction or pending case
 - e) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
 - f) Past or pending voluntary or involuntary bankruptcy proceeding

- ii. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past two (2) years must be included 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 any and all territorial, federal, state, and local licenses or certifications as required to perform the services requested.
- 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 brief history, corporate or organization structure, number of years in business. If the Respondent is partnering or subcontracting with any other entity, provide the information described above for each such entity.
- ii. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial statements for the past 2 years must be included in the proposal submission, preferably audited.
- iii. Respondent is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- iv. Respondent has adequate staffing to fulfill the required services throughout the entire contract term.
- v. Respondent has a satisfactory performance record.

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

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

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

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

- iii. Pending litigation within the USVI, any other U.S. state, or any municipality located in USVI or another U.S. state.
- iv. Suspension or debarment as ineligible on the System for Award Management (SAM)
- v. Fair Housing violations or current litigation.
- vi. A record of substantial building code violations or litigation against properties owned and/or managed by the Respondent or by any entity or individual that comprises the Respondent.
- vii. Past or pending voluntary or involuntary bankruptcy proceeding.
- 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 a period of two (2) years, subject to the VIHFA's option to extend the term of the contract for similar term subject to satisfactory performance. The VIHFA reserves the right to modify and/or terminate the contract if the successful organization fails to perform in a manner consistent with the terms of the contract.

5.0 PRICE AND PAYMENT

Respondents must provide cost to complete the project as set forth in this RFP. Travel expenses, per diem, other direct costs, office spaces and supplies, etc. will not be reimbursed 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 contract will be based on requirements and availability of the CDBG-DR funds by VIHFA. The Respondent is responsible to submit all required documentation for payment to VIHFA. Please note, the information requested in the cost proposal may not necessarily reflect what the structure of the final contract.

6.0 USE OF SUBCONTRACTORS

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

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

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

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

The prime Contractor should 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

RFP SCHEDULE	DATES and TIMES
RFP release date	May 12, 2022
Pre-Proposal Conference	May 18, 2022
Deadline for Questions	May 24, 2022
Question Responses Deadline	May 30, 2022
Proposals Submission Deadline	June 10, 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 pursuant to this RFP. Nothing in this paragraph shall be construed in derogation of VIHFA’s right, in its sole discretion, to cancel this RFP.

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
1110 Beltjen Road, Suite 200
St. Thomas, VI 00802

Email: nroberts@vihfa.gov
Attention: Nicole Roberts

Inquiries can be made by e-mail and must be completed using **Enclosure Document H**. Mark subject line for emails “RFP 009-2022-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 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 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 fee or compensation to contractor.

13.0 HUD GENERAL PROVISIONS

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as 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 **May 18, 2022**. You may join the meeting at <https://us02web.zoom.us/j/89197373059>
Meeting ID: 891 9737 3059.

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 **June 10, 2022**. The VIHFA will not consider fax submission of a proposal. Proposal package must be emailed to

procurement@vihfa.gov.

Subject: RFP 009-2022-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 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 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 lumpsum 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. 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**

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 obtain and have in place a 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>Qualifications, related experience and references: Proposer’s experience, years in business and past and current client references, technical expertise and professional competence in areas directly related to this RFP, 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 other insular area.</p>	<p>30 points</p>
<p>Specialized Experience: Technical expertise and professional competence in areas directly related to the work identified in this RFP. Level of experience knowledge of territory and federal guidelines and requirements, certifications and licenses required, and training of key personnel assigned, 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</p>	<p>20 points</p>
<p>Work plan: 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>30 points</p>
<p>Cost: Shall be evaluated based on the reasonableness of Respondent’s cost of the services.</p>	<p>20 points</p>
<p>Total</p>	<p>100 points</p>

17.1 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.

17.2 CHANGES, ADDENDA, AND WITHDRAWLS

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

17.3 WITHDRAWAL OF PROPOSAL

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

17.4 COST OF OFFEROR PREPARATION

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

17.5 CONTRACT AWARD AND EXECUTION

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

17.6 CONTRACT NEGOTIATIONS

The VIHFA Evaluation Committee shall recommend to the Executive Director the most qualified firm or individual with whom a contract shall be negotiate as a result of the Committee's scores from the written proposal or discussions-oral presentations fi 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.

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

Certification Regarding Debarment, Suspension, and Ineligibility

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

Name and Title of Authorized Representative

Signature

Date

ENCLOSURE DOCUMENT 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 CBDG-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: _____

Request for Proposals
RFP 009-2022-DR-STT/STX
Construction Management Services (PAHD – NHIC – PSPF)
Page 28

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 009-2022-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

Firm Name: _____

Please review the Scope of Services Requested in Section 1 of this Solicitation. The unit costs submitted should reflect the cost to complete each task as defined in the table below, and include the required communications and formal reporting as specified in the RFP. It is anticipated that the number of units per project will vary for PAHD and PSPF projects. Note the three (3) categories for PAHD and PSPF projects in the chart, based on the number of units per project. NHIC projects will be reviewed one single-family home at a time, with the exception of the evaluation of site plans for large single-family developments, listed as a separate category in Task # 7 below.

Payment for each of the outlined tasks would not be approved until that task is satisfactorily completed. Unit costs must include all costs, including labor, materials, overhead, profit, travel and expenses. Deliverables must conform with all of the requirements of this RFP, including those outlined in section 1.1 On Demand Duties.

Task #	Task	Respondent's Proposed Unit Cost			
		PSPF & PAHD under 20 Units	PSPF & PAHD 21 to 100 Units	PSPF & PAHD Over 100 Units	NHIC Per Single Family Unit
1	Evaluation and Cost verification of construction documents (architectural drawings and specifications). (1.2)				
2	Construction progress inspections. (1.3)				
3	Review of payment requests, including any required edits/modifications. (1.4)				

4	Change order request evaluations. (1.5)				
5	Support for project closeout, including verification of completion of punch list and occupancy status. (1.6)				
6	Monthly project status reports (1.7)				
7	Review of site plans and cost estimates for single-family developments. (1.8)				

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 009-2022-DR-STT/STX

Construction Management Services (PAHD – NHIC -PSPF)

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

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

The 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

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

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 the VIHFA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the VIHFA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

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

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

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

Equal Opportunity for Workers with Disabilities

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

- i. Recruitment, advertising, and job application procedures.
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

- iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor.
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

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

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

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

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

F. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended,

so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

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 CFR 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 with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

33. PROCUREMENT

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

34. CHANGE ORDERS TO CONTRACTS

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

Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. ENVIRONMENTAL REVIEW

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

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

36. LEAD BASED PAINT

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

37. ENVIRONMENTAL REVIEW RECORD

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

38. FLOOD INSURANCE REQUIREMENTS

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

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before

applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

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

40. ANTI-FRAUD, WASTE AND ABUSE CHECKS

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

41. AFFIRMATIVELY FURTHERING FAIR HOUSING

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

42. DRUG FREE WORKPLACE

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

43. TIMELY DISTRIBUTION OF FUNDS

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

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

44. PROPERTY MANAGEMENT AND DISTRIBUTION

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

45. LIMITED ENGLISH PROFICIENCY

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

46. PERSONALLY, IDENTIFIABLE INFORMATION

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

47. UNIFORM RELOCATION ACT

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-

income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

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

(a) Certification.

(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.

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

49. COMPLAINTS AND APPEALS

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

50. MONITORING

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

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.