



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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REQUEST FOR QUALIFICATIONS RFQ 004-2019-DR-STT/STX

GENERAL CONSTRUCTION CONTRACTOR RFQ

Issue date:

May 15, 2019

Submittal deadline:

Phase Enrollment

Contact person:

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CDBG-DR Procurement Officer
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 *Unlocking the Door to Affordable Housing*

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Virgin Islands Housing Finance Authority

RFQ 004-2019-DR-STT/STX

REQUEST FOR QUALIFICATIONS

General Construction Contractor Services

1.0 INTRODUCTION

Virgin Islands Housing Finance Authority (“VIHFA” or “Authority”) is seeking highly skilled general contractors to perform rehabilitation, demolition, reconstruction, mitigation, elevation and new construction of residential structures damaged by Hurricanes Irma and Maria. The work must be completed in compliance with all federal, state and local rules and regulations governing The U. S. Housing and Urban Development’s (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funding and local building codes.

VIHFA’s prequalification of Contractors is intended to create a qualified list of Contractors to bid on construction related recovery projects for the Authority.

Once the qualified pool of general contractors has been selected, VIHFA will issue mini-bids to the selected group of contractors. VIHFA will make assignments based on the lowest price from a responsive bid.

VIHFA encourages all qualified Contractors with the requisite experience to seek prequalification by responding to this RFQ. Contractors are not required to demonstrate in-house competence for the full scope of services listed below and may utilize subcontractors as needed. All applicants must have proper licensing, bonding capabilities, and insurance.

Contractors will be required to provide Performance and/or Payment Bonds or any other form of guarantee authorized by VIHFA.

1.1 CONTEXT

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (U.S. Virgin Islands or “the Territory”). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to the islands’ housing stock. Based on the Federal Emergency Management Agency Individual Assistance (FEMA IA) program data as of August 10, 2018, the Territory estimates that approximately 23,301 households sustained some form of damage to their primary residences from either Hurricane Irma or Maria, or both, representing 54% of the housing stock on the islands.

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

U.S. Virgin Islands plans to spend its first and second tranches of \$1,021,901,000 in grant funds, and Respondents to this RFQ should thoroughly review it. As the administering entity of the CDBG-DR funds, VIHFA has developed a portfolio of programs that will need various Construction Contractor Services.

2.0 PROPOSAL DESCRIPTION

The selected Respondent will be responsible for providing General Contractor Services for the Disaster Recovery Housing Programs. The selected Respondent is expected to have skilled workers, equipment, materials (as needed) on site and be operational within 7 business days after contract execution.

Respondents to this RFQ should thoroughly review the following available at:

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

Respondents must have relevant, documented general contractor experience.

2.1 DESCRIPTION OF PROGRAMS

The initial General Contractor Services will focus on the Reconstruction solution within the Homeowner Rehabilitation and Reconstruction Program. This priority of the program is expected to serve approximately 500 to 1,000 homeowners. The second priority may include up to approximately 5,000 homeowners. However, the number of homeowners that submit applications to the program could be far greater.

The General Contractor Services will assist VIHFA in the rehabilitation, demolition, reconstruction, mitigation, elevation and new construction services, but final approval and control of all work and contractors will reside with the VIHFA.

2.1.1 Homeowner Rehabilitation and Reconstruction Program

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

Priority 1: Reconstruction:

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

Priority 2: Rehabilitation:

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

2.1.2 Rental Rehabilitation and Reconstruction

The Rental Rehabilitation and Reconstruction Program will provide funds to reconstruct or rehabilitate damaged affordable rental units. The first priority of this program will serve landlords with 20 units or less that rent to tenants at or below 80% Annual Median Income (AMI).

- Rehabilitation: This program pays for approved and eligible costs to complete repairs to rental units that have not yet been completed, including eligible improvements for resilience.
- Reconstruction: This program pays for approved and eligible costs of reconstruction when a unit is destroyed or determined not feasible to rehabilitate.

Mitigation and resilience measures: Mitigation measures such as structural retrofitting and non-structural retrofitting of existing structures to meet or exceed applicable building codes relative to hazard mitigation and increase the ability to shelter in place may be eligible.

2.2 SCOPE OF WORK

The scope of the General Construction Contractor Services to be provided by the Respondent(s) are summarized in the following three Tasks. The objectives of this RFQ are to:

- Provide uniform and equitable delivery of services to all program participants.
- Provide high quality housing rehabilitation and reconstruction services consistent with Program policies and procedures and all applicable federal, state, and territory requirements.
- Communicate clearly and promptly with Construction Managers to meet all construction deadlines.
- Resolve any health or safety hazards in homes
- Ensure continual quality assurance/quality control throughout the construction process.

VIHFA intends on creating a pool of contractors to support the requirements outlined in this RFQ. For assignment of work, VIHFA intends on conducting mini-bid solicitations amongst the selected pool of contractors and may seek fixed unit prices or lump sum prices for specific types of work/specific projects.

2.3 TASKS

2.3.1 Demolition

In some cases, a homeowner may need demolition services before a home can be reconstructed. The scope of work for each demolished structure will vary but may include, but not limited to, the following:

- Attend initial meeting with homeowner and Construction Manager to review the scope and budget.
- Assist VIHFA and Construction Manager to obtain all required demolition permits from the municipality.
- Disconnect existing utilities on the site.
- Demolish the damaged structure(s) on the site.
- Haul demolition debris away from the site to a waste management facility.

2.3.2 Reconstruction

In some cases, a homeowner may only be eligible for the complete reconstruction of his/her home. The scope of work for each reconstructed structure will vary but may include, although not limited to, the following:

- Submit cost proposals for scopes of work developed by Construction Manager during the mini-bid process.
- Review with homeowners and the Construction Manager the scope of work.
- Submit required product/material information, and the construction schedule to the Construction Manager.
- Establish a performance guarantee (performance bond, payment bond or pledge assets) to VIHFA.
- Complete reconstruction work in accordance with Construction Manager's plans, specifications and Green Building Standards as required by HUD and established by VIHFA.
- Submit y progress updates to Construction Manager, as agreed upon.
- Request onsite progress inspections from the Construction Manager at agreed upon intervals
- Complete draw request paperwork and submittals to Construction Managers.
- Submit Change Order Request forms, along with supporting documentation, to the Construction Manager as needed for scope and/or pricing modifications.
- Meet all milestones in the Construction Manager's timeline.
- Work with homeowners to select finishes and fixtures from a preset list provided by VIHFA.
- Resolve any issues identified in punch-out and final inspection.

- Coordinate with the homeowner from assignment of contract to final inspection, including obtaining a certificate of occupancy.
- Provide warranties that meet all required warranty standards requested by VIHFA.
- Meet with homeowner to review warranty information binder and instruction booklets.

2.3.3 Rehabilitation

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of work for each repaired structure may include, but not limited to, the following:

- Submit cost proposals for scopes of work developed by Construction Manager.
- Walk through the home with homeowners and the Construction Manager to review the scope of work. Assist VIHFA and Construction Manager with all necessary state and local permits and approvals prior to the commencement of work for each structure.
- Removal of damaged interior and exterior materials.
- Complete foundation leveling, repair, and/or elevation change.
- Repair structural damage.
- Repair building envelope, including:
 - Roof repair or replacement and attendant damage
 - Door and window replacement
 - Siding/veneer repair or replacement
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement
 - Drywall repair or replacement
 - Rough and trim carpentry
- Repair, prepare and paint surfaces.
- Replace or repair cabinets and flooring as approved by VIHFA.
- Remediate any mold identified in the Scope of Work by the Construction Manager or Inspector.
- Complete wind mitigation and retrofitting measures as identified in the scope of work.
- Include specialty construction elements associated with VIHFA Green Building Standards.
- Address special needs accessibility requirements.
- Submit progress updates to Construction Manager as agreed upon.
- Request onsite progress inspections from the Construction Manager at agreed upon intervals and at final completion.
- Complete draw request paperwork and submittal to Construction Managers.
- Submit Change Order Request forms, along with supporting documentation, to the Construction Manager, as needed, for scope and/or pricing modifications.
- Meet all milestones in the Construction Manager's timeline (or revised milestones in approved Change Orders).
- Conduct close-outs for each project, which may include obtaining certificates of occupancy from applicable state and local authorities.

2.4 KEY DELIVERABLES

2.4.1 General Contractor Services Key Deliverables

- Standard pre-construction, construction and close-out construction activities as prescribed by VIHFA.
- Project Schedule: Develop a project(s) baseline schedule that represent planned construction and project milestones.
- Trade payment breakdowns using American Institute of Architects (AIA) forms where required and draw requests.

3.0 QUALIFICATIONS

The VIHFA is seeking firms/individuals with substantial experience and success as General Contractors. The selected respondents must be able to adequately demonstrate their experience in Construction. VIHFA desires that the respondent'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 USVI. Such respondents shall attach a current certificate of good standing (or its equivalent) to their proposals from the USVI Lt. Governor's Office. Upon contract execution, the successful Respondent will show evidence of its applications to register with the US Division of Corporations and Trademarks and to obtain the required licenses or certification to do business in the USVI.

3.2 REQUIRED MINIMUM QUALIFICATIONS OF RESPONDENT

The following subsections are required minimum qualifications.

- i. Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered or have applied for a license to do business in the Territory at the time of the submission of their Proposal to this RFQ. Such Respondents shall attach its license to do business or copy of its application for a license.

Nevertheless, as noted in Section 3.1, the successful Respondent will be expected to show its application to obtain the required licenses and certification to do business in the USVI.

- ii. 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) 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
 - b) Conviction for fraud, bribery, or grand larceny
 - c) Listing on the Federal or State excluded parties lists.

- iii. Respondent has a satisfactory performance record.
- iv. Respondent has a satisfactory record of integrity and business ethics.
- v. Respondent has established prior experience in successfully performing the scope of services requested.
- vi. 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.
- vii. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a) USVI zoning, building and housing laws and regulations, including the USVI Development Code and Building Energy Code
 - b) Customer service

A Respondent's response to the RFQ may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent VIHFA 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. 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.
- ii. Conviction for fraud, bribery or grand larceny by any principal of the Respondent.

4.0 TERM OF ENGAGEMENT

VIHFA intends to create a pool of contractors for which this RFQ will be an open qualifications process, in that, qualifications will be accepted ongoing until program close-out or all work has been contracted out. VIHFA will review qualification submissions per the following schedule and qualification process detailed in this RFQ.

First Phase Submission:	Qualifications due by May 31, 2019
Second Phase Submission:	June 10, 2019 to June 27, 2019
Third Phase Submission:	July 8, 2019 to August 9, 2019

****Additional phases may be announced based on project(s) demand**

VIHFA then intends to contract for specific services based on mini-bid solicitations that is intended to be conducted from the pool of selected contractors. Details on specific contract terms will be provided in the mini-bid solicitations. VIHFA reserves the right to:

- (a) debar from the program and/or

(b) terminate any contract if the entity fails to perform in a manner consistent with the terms of the contract

5.0 USE OF SUBCONTRACTORS

VIHFA shall select multiple General Contractors through this solicitation, and those General Contractors shall be responsible for all deliverables specified in the RFQ and proposal. This general requirement notwithstanding, it is anticipated that Respondents will enter into subcontractor arrangements; however, bidders shall acknowledge in their proposals that they will have total responsibility for the entire contract. Additionally, the subcontractors shall not subcontract for any portion of work they are expected to complete.

6.0 NUMBER OF AWARDS

The Respondent recognizes that, at the sole discretion of VIHFA and based upon the breadth and experience of respondents to this RFQ, VIHFA intends on creating a pool of general contractors to support the requirements outlined in this RFQ. VIHFA then intends on conducting mini-bid solicitations for specific work. Nothing in this paragraph shall be construed in derogation of VIHFA's right, in its sole discretion, to cancel this RFQ.

7.0 ISSUING AND PROCURING OFFICE

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

Virgin Islands Housing Finance Authority
Community Development Block Grant-Disaster Recovery Program
3438 Kronprindsens Gade
GERS Complex 1st Floor, Suite 4
St. Thomas, VI 00802

Email: nroberts@vihfa.gov
Attention: Nicole Roberts

Inquiries can be made by e-mail. Mark subject line for emails "RFQ 004-2019-DR-STT/STX".

ANTICIPATED SCHEDULE

RFQ SCHEDULE	DATES
RFP release date	May 15, 2019
Pre-Qualification Meeting STX	To Be Announced
Pre-Qualification Meeting STJ	To Be Announced
Pre-Qualification Meeting STT	To Be Announced

8.0 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.

9.0 HUD GENERAL PROVISIONS

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Attachment 2.

10.0 DELIVERY OF QUALIFICATIONS PACKAGES

All responses to this RFQ are to be submitted no later than 4:00 PM AST on May 31, 2019 for Phase 1 Submissions, no later than 4:00 PM AST on June 27, 2019 for Phase 2 Submissions, and no later than 4:00 PM AST on August 9, 2019 for Phase 3 Submissions. Submissions must be packaged in a sealed envelope. (1 original, 4 copies). Submissions should also include one USB flash drive in Microsoft Office Suite Software or PDF format that contains all files corresponding to the envelope label and containing a digital copy of all documents with the original hard copy package in the order specified below.

Qualification Packages must be submitted via mail or hand delivered to:

Virgin Islands Housing Finance Authority
Community Development Block Grant-Disaster Recovery Program
3438 Kronprindsens Gade
GERS Complex 1st Floor, Suite 4
St. Thomas, VI 00802

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Qualifications may **not** be submitted via email or fax. Inquiries about this RFQ may be directed to Nicole Roberts, at (340)-777-4432 ext. 4226 or nroberts@vihfa.gov.

10.1 QUALIFICATION PACKAGE FORMAT & PROPOSAL CONTENT

To be considered for award, the qualification package shall meet the following requirements. The qualification package should include five (5) properly labeled, sealed envelopes. One envelope labeled original and containing an original hardcopy of all the materials and the other four containing copies of the original. Failure to meet the requirements as outlined will disqualify the respondent.

Main Envelope (Labeled "Originals" or "Copy 1, 2, 3, or 4")

Sub-Envelopes to include:

Sub-Envelope 1

A. Cover Letter –

- i. The cover letter should be on the company's official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in their submittal.
- ii. The letter should acknowledge the receipt of all addenda.
- iii. The letter should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- iv. The letter should include confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- v. The Proposer must also disclose, and identify, 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 RFQ.

B. Executive Summary –

- i. A summary of the Respondent's qualifications;
- ii. A brief statement of the Respondent's understanding of the scope of work to be performed;
- iii. Provide a summary of the types of services the Respondent offers that relate to this RFQ.

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

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

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

F. Contract Document Checklist Form – Complete **Enclosure Document C** and submit your current Business License or Business License application. For this section, Respondent must provide evidence that the company is licensed to provide Construction Services. The Business License must be relevant to the Scope of Work for this solicitation.

- G. Contractor’s Qualifications Statement Form** – Complete **Enclosure Document D**. For the Reference Section of the form, provide at least three (3) references for the most recent, relevant work comparable to the scope requested in this RFQ. At a minimum, one of the three (3) references must be for the prime Contractor.
- H. Conflict of Interest** – Complete **Enclosure Document E**.
- I. Authorization for Background Check & Financial Information** – Complete **Enclosure Document F**.
- J. Prior Performance Certification** – Complete **Enclosure Document G**.

10.2 REQUIRED DOCUMENTS

The respondent shall submit the following documents with its response:

- A. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company’s Annual Report on June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.
- B. Liability Insurance** – The successful respondent will be required to obtain and have in place Liability Insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000.00). The Insurance policy shall name the VIHFA as an “Additional Insured”. The successful respondent must provide a copy of the Liability Insurance.
- C. Worker’s Compensation** - The successful respondent will be required to provide proof of Worker’s Compensation.

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

11.0 SELECTION PROCESS

VIHFA will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. Awards are made to the most responsive bidder(s) that provides the proposal that is most advantageous to VIHFA, considering such factors as the Bidder's ability to perform the work of the kind involved in the bid under consideration, the Bidders' past experience, time of delivery, etc.

VIHFA, at its sole discretion, will determine which Proposal best satisfies its requirements and qualifications. All Proposals deemed to be responsive to the requirements of this RFQ will be

evaluated and scored. Proposals that are materially deficient in meeting the submission requirements of this RFQ 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.

11.1 RIGHT TO REJECT PROPOSAL PACKAGES

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

11.2 CHANGES, ADDENDA, AND WITHDRAWALS

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

11.3 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 RFQ Coordinator identified in the RFQ.

11.4 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 RFQ shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the VIHFA.

Enclosures

- **Enclosure Document A** **Non-Collusive Affidavit**
- **Enclosure Document B** **Debarment Certification Form**
- **Enclosure Document C** **Contract Document Checklist Form**
- **Enclosure Document D** **Contractor's Qualification Statement Form**
- **Enclosure Document E** **Conflict of Interest**
- **Enclosure Document F** **Authorization for Background Check & Financial Information**
- **Enclosure Document G** **Prior Performance Certification**

Attachments

- **Attachment 1** **Enclosure Checklist**
- **Attachment 2** **HUD General Provisions**

ENCLOSURE DOCUMENT A

Virgin Islands Housing Finance Authority *NON-COLLUSIVE AFFIDAVIT*

_____, being first duly sworn, deposes and says:

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

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

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

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

Subscribed and sworn to before me at (location) _____,

this _____ day of _____, 2019, by _____

of legal age, _____

(Trade or Corporation)

and personally known to me.

(SEAL)

Public Notary

ENCLOSURE DOCUMENT B
Virgin Islands Housing Finance Authority
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The respondent certifies, by submission of this RFQ 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 RFQ Response.

Name and Title of Authorized Representative

Signature

Date

ENCLOSURE DOCUMENT C
Virgin Islands Housing Finance Authority
CONTRACT DOCUMENT CHECKLIST

Complete the form and provide associated supporting documentation.

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# _____ RFQ# _____ RFQ# _____

7. ___ Request for Approval from CDBG-DR Director and approval by Chief Operating Officer & Executive Director.

CDBG-DR Staff Final Review Date: ___ / ___ /20___

Date Submitted by CDBG-DR ___ / ___ /20___

Outstanding Issues: _____

CDBG-DR Director: _____ Date approved: _____

Legal Counsel: _____ Date approved: _____

Date Submitted to Executive Director for Contract Approval: ___//20___

Suggested # of Days in Contract _____

Mobilization/Payment Terms _____

ENCLOSURE DOCUMENT D
Virgin Islands Housing Finance Authority
CONTRACTOR'S QUALIFICATION STATEMENT

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

Business Location (office): _____
Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____

Number of Years licensed to conduct business _____

Number of General Construction Contractor 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: _____

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Provide at least three (3) references for the most recent, relevant work comparable to the scope requested in this RFQ. 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 E

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:

- 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.
 - 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.
 - 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. **RFQ 004-2019-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 F

Virgin Islands Housing Finance Authority

AUTHORIZATION FOR BACKGROUND CHECK & FINANCIAL INFORMATION

By signing this Authorization, the Proposer authorizes the Virgin Islands Housing Finance Authority (VIHFA) to seek any background and/or financial information it deems' necessary to evaluate the Respondent's financial capacity in connection to the Request for Qualifications (RFQ) referenced above.

Name of Proposer Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

ENCLOSURE DOCUMENT G
Virgin Islands Housing Finance Authority
PRIOR PERFORMANCE CERTIFICATION

1. Has the Proposer or any of its Team Members been notified with a “Letter of Concern”, which refers to any written communication from a Government entity notifying the Proposer or any of its Team Members, wariness or caution about the performance under a contract to provide services.

Yes No Other (Specify): _____

If yes, provide a copy of every “Letter of Concern” received from and as a contractor of a Government entity.

2. Has the Proposer or any of its Team Members been found in default of contract terms with any contracting entity?

Yes No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

Yes No Other (Specify): _____

Name of Surety Company: _____

Telephone of Surety Company: _____

Contact Person of Surety Company: _____

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

Proposer Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

ATTACHMENT 1
Virgin Islands Housing Finance Authority
ENCLOSURE CHECKLIST

RFQ 004-2019-DR-STT/STX
General Construction Contractor Services

Proposer:

Date:

<input type="checkbox"/>	Enclosure Document A Non-Collusive Affidavit
<input type="checkbox"/>	Enclosure Document B Debarment Certification Form
<input type="checkbox"/>	Enclosure Document C Contract Document Checklist Form
<input type="checkbox"/>	Enclosure Document D Contractor's Qualification Statement Form
<input type="checkbox"/>	Enclosure Document E Conflict of Interest
<input type="checkbox"/>	Enclosure Document F Authorization for Background Check & Financial
<input type="checkbox"/>	Enclosure Document G Prior Performance Certification

ATTACHMENT 2

HUD GENERAL PROVISIONS

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

The Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Subcontractor shall cooperate with all VIHFA efforts to comply with HUD requirements and regulations pertaining to

reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,

(vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

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

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

17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

21. DAVIS-BACON ACT

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

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

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

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

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

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

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

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

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

Equal Opportunity for Workers With Disabilities

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

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and

- ix. Any other term, condition, or privilege of employment.
2. The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of the Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
4. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subcontractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
5. The Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
6. The Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246
(Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

- A. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

29. BONDING REQUIREMENTS

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

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

- (2) *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.
- (3) *A performance bond on the part of the Contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (4) *A payment bond on the part of the Contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. The work to be performed under this contract is subject to the requirements of section

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

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Subcontractor agrees to send to each labor organization or representative of workers with which the Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Subcontractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Subcontractor will not subcontract with any subcontractor where the Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25

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

31. FAIR HOUSING ACT

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

32. DRUG-FREE WORKPLACE

It is the policy of VIHFA to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors is strictly prohibited. Contractor(s) shall comply with all the requirements and procedures set forth in Drug-Free Workplace Act of 1988, as amended and with 24 CFR 21, which is incorporated into this Agreement and is on file in the VIHFA's Procurement Office. Contractor shall require that its subcontractors comply.