



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

Community Development Block Grant – Disaster Recovery
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REQUEST FOR QUALIFICATIONS RFQ 001-2020-DR-STT/STX

ENVIRONMENTAL REVIEW, ASSESSMENTS, AND TESTING SERVICES

Issue date:

November 27, 2019

Submittal deadline:

Phase 1: December 20, 2019

Phase 2: January 31, 2020

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 001-2020-DR-STT/STX
REQUEST FOR QUALIFICATIONS
Environmental Review, Assessments, and Testing Services

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from qualified licensed firms or individuals (“Respondents”) to provide Environmental Review, Assessments, and Testing Services in connection with its administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds. VIHFA is the Territory’s grantee to HUD responsible for administering CDBG-DR funds. VIHFA’s mission is to increase access to housing and community development opportunities by developing innovative programs and projects. The Authority has offices in both St. Thomas and St. Croix and services the entire United States Virgin Islands (U.S. Virgin Islands or “the Territory”).

1.1 CONTEXT

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

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

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

U.S. Virgin Islands plans to spend its first and second tranches of \$1,021,901,000 in grant funds, 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 Environmental Review, Assessments, and Testing Services across its programs.

1.2 GOALS AND OBJECTIVES

The objectives include, but are not limited to, conducting HUD-mandated Environmental Reviews per 24 CFR Part 58, Part 55 and Part 51 for the VIHFA's CDBG-DR Program in a timely, efficient and compliant manner so that recovery funding can flow in a timely manner to recipients in need of recovery assistance.

2.0 PROPOSAL DESCRIPTION

The Environmental Review, Assessments, and Testing Services to be procured through this RFQ will support the implementation and administration of a broad range of programs for which CDBG-DR funds will be used including, but not limited to, housing grant programs, infrastructure and economic development projects performed by the territory, agencies, and other organizations that will help administer funds.

2.1 SCOPE OF WORK

The scope of services identified below is intended to ensure that Environmental Review, Assessments, and Testing Services are available to aid VIHFA in the analysis of potential environmental impacts presented by various CDBG-DR programs and projects, consult with regulators to implement the regulations set forth in 24 CFR Part 58 HUD Environmental Reviews, and to assist in the preparation of various reports, forms and studies as identified in the five tasks outlined below. The scope of Environmental Review, Assessments, and Testing Services to be provided by the Respondent(s) are summarized in the following four Tasks.

VIHFA intends on creating a pool of contractors by Task 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, lump sum prices or other pricing structures for specific types of work/specific projects. VIHFA intends to contract for services based on the results of the mini-bid solicitations. VIHFA reserves the right to deviate from this approach if in the best interest of the Territory.

Respondents may submit Proposals for consideration to any individual Task or any combination of Tasks or all five (5) Tasks identified below. If proposing on a Task, Respondent must propose on all subtasks within the Task; Respondent may not propose on select subtasks of a given Task, where there are subtasks.

2.2 TASKS

2.2.1 Task 1 – Environmental Review

The Respondent will conduct environmental reviews (including site visits, desktop reviews, and required publication notices) on an as-needed basis in accordance with the required level of environmental review based on the scope of work provided by the VIHFA. Environmental reviews must, at a minimum, comply with the requirements of the Disaster Relief Appropriations Act of 2013, the National Environmental Policy Act (NEPA; including implementing regulations at 40 CFR Part 1500 and 24 CFR Part 58, 24 CFR Part 55 and 51) along with any 8-Step analysis for Floodplains and Wetlands, including publication of notices and Territory or local environmental review requirements. After a respondent is qualified under this RFQ, the resultant mini bids will be organized by activity type (e.g. housing, infrastructure, economic revitalization). For each project, the Respondent will create an Environmental Review Record (“ERR”) meeting the above legal requirements and documenting VIHFA’s review and compliance with 24 CFR Part 58 and with the related federal authorities listed in 24 CFR §§ 58.5 and 58.6. The ERR for all levels of environmental reviews prepared by the Respondent shall be certifiable to support a Request for Release of Funds. The ERR will be maintained as prescribed by VIHFA.

For each project, the Respondent will determine the required level and/or type of environmental review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, Tier Environmental Review) and make a recommendation to VIHFA as to the appropriate level of review. At any time that the Respondent has evidence that a further level of environmental review is needed or that additional compliance assessments or studies are required, the Respondent will so advise VIHFA in writing as expeditiously as possible. The Respondent will be responsible for coordinating, with VIHFA and the oversight/regulatory agencies to ensure that all documentation is obtained necessary for acquiring the necessary permits.

This task requires the Respondent to have the capability to evaluate based upon the level of the review required and applicable laws, authorities and requirements, the potential environmental impacts of proposed activities and to fully document compliance with laws and authorities at 58.5 and 58.6 as outlined in NEPA and 24 CFR Part 58, Part 55 and Part 51 and further explained on the HUD Exchange at <https://www.hudexchange.info/programs/environmental-review/>. This task further requires the Respondent to have qualified personnel to perform field inspections as appropriate to document on-site conditions, perform specialized studies as listed in Section 2.2.6 Other Studies, and the ability to perform desktop review using federal, Territorial and local databases to document compliance.

The following activities are included in this task, as may be required by VIHFA on a project by-project basis:

- i. Maintain contact list of governmental and non-governmental stakeholders for use by VIHFA for distribution of required public notices.
- ii. Create required legal notices and provide to VIHFA for publication., e.g. Notice of Intent to Prepare an Environmental Impact Statement (EIS), Notice of Intent to Request a Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI), 24 CFR Part 55 and Executive Order 11988 and 11990 Floodplain and Wetland required notices, etc.
- iii. Assist VIHFA in summarizing comments and preparing responses to comments as necessary.
- iv. Create and coordinate summary reports to update VIHFA on each project's status and compliance on environmental review requirements, in a format prescribed by VIHFA.
- v. Initiate and support meetings with VIHFA and other project partners such as other regulatory or resource agencies that may be required to overcome barriers to completing environmental reviews.
- vi. Perform any other duty that relates to 24 CFR Part 58 HUD Environmental Reviews and other environmental requirements.

2.2.2 Task 2– Asbestos Testing

The specific services of the Respondent under this task include the performance of inspections and risk assessments for asbestos in accordance federal and territory regulatory standards.

Asbestos testing services consist of the survey, identification and assessment of the condition of asbestos and asbestos containing material (“ACM”), the recording and reporting thereof, and the collection of bulk samples of asbestos or suspected ACM for laboratory analysis. In providing these services, the Respondent is required to adhere to any regulations promulgated by the Department of Labor (“DOL”). The Respondent is expected to be fully familiar with these regulations, as well as related federal regulations such as 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable.

Testing for ACM requires the Respondent to deploy a certified asbestos inspector. The inspector will perform asbestos surveys consisting of both visual and written inspection of the location, quantity, friability, condition of suspected ACM and the collection of samples from suspected ACM utilizing sampling methods found in 40 CFR 763. The Respondent will take photographs deemed necessary by the inspector to document the location and condition of suspect ACM. The Respondent will not be responsible for repair or finishing activities resulting from survey and testing activities. Suspected ACM that cannot be sampled due to site conditions will be presumed to contain asbestos. Presumed ACM will then be sampled prior to construction activities once the identified hazard has been abated. If testing results indicate suspected material is ACM, the material will be treated accordingly. If ACM is to be disturbed in connection with VIHFA-funded activities, it must be conducted under the

supervision of a certified contractor through the USVI Department of Planning and Natural Resources pursuant to applicable Federal, and Territory regulations.

2.2.3 Task 3– Lead Testing

The specific services of the Respondent under this task include the performance of inspections and risk assessments for lead-based paint hazards in accordance federal and territory regulatory standards.

Lead-based paint testing services consist of a surface-by-surface investigation to determine the presence of lead-based paint, identification and assessment of the condition of lead-based paint (LBP), the recording and reporting thereof, and the collection of (dust and soil) samples for laboratory analysis. In providing these services, the Respondent is required to adhere to any regulations promulgated by the Department of Labor (“DOL”). The Respondent is expected to be fully familiar with these regulations, as well as related federal regulations such as 24 CFR Part 35 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures), and 40 CFR Part 1926.62 (Construction), as may be applicable.

Testing for LBP requires the Respondent to deploy a certified lead-based paint inspector/risk assessor. The inspector/risk assessor will perform a risk assessment consisting of (1) an on-site

investigation to determine the existence, nature, severity, source and location of lead-based paint hazards, and (2) the provision of a report by the individual or the firm conducting the risk assessment, explaining the results of the investigation and options for reducing lead-based paint hazards, and the collection of (dust and soil) samples utilizing sampling methods found in 24 CFR Part 35, Subpart R. The Respondent will take photographs deemed necessary by the inspector to document the location and condition of suspect LBP. The Respondent will not be responsible for repair or finishing activities resulting from survey and testing activities. Suspected LBP that cannot be sampled due to site conditions will be presumed to contain lead. Presumed LBP will then be sampled prior to construction activities once the hazard has been abated. If testing results indicate suspected material is LBP, the material will be treated accordingly. If LBP is to be disturbed in connection with VIHFA-funded activities, it must be conducted by personnel certified to perform such activities as abatement supervision, or renovation, in accordance with 40 CFR part 745, subpart Q, or by the EPA, in accordance with 40 CFR part 745, subparts E or L, pursuant to applicable Federal, and Territory regulations.

2.2.4 Task 4 – Mold Testing

The specific services of the Respondent under this task requires professionals with specific experience in designing mold sampling protocols, sampling methods and interpretation of results. Sampling event must locate the source of the mold contamination, identify some of the mold species and differentiate between mold, soot or dirt. In most cases, if visible mold growth is present, sampling is unnecessary. Respondents must investigate suspicions of hidden mold where buildings smell moldy, but the source is not visible. Hidden mold may be investigated in instances

where there has been water damage and residents are reporting health problems. Post remediation mold sampling will follow mold clean-up activities and should note whether remediation efforts were successful.

Sampling methods will require analysis as recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional guidelines. Types of samples may include:

- Air Samples
- Surface Samples
- Bulk Samples (Chunks of carpet, insulation, wall board, etc.)
- Water samples from condensate drain pans or cooling tower

2.2.5 Task 5 – Historic and Archaeological Studies

The specific services of the Respondent required under this task include, but are not limited to, the completion of historic and archaeological surveys.

Services under this subtask must be performed by an individual who meets the Secretary of Interior's Professional Qualification Standards. Such services include, but are not limited to, the following:

- i. Perform historic and archaeological surveys necessary to assure VIHFA's compliance with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR Part 800.
- ii. Assist with development of and/or revision to Programmatic Agreements as needed.

2.2.6 Other Services

- i. Perform wetland studies/delineations using qualified professionals as necessary to confirm the absence or presence of wetlands per 24 CFR Part 55 and E.O 11990.
- ii. For projects located in floodplains and/or wetlands, prepare draft 8-step analyses for review and concurrence by VIHFA prior to publication to ensure compliance with 24 Part 55, E.O. 11988 and E.O. 11990.
- iii. Ensure the elevation standards for new construction, repair of substantial damage, or substantial improvement of structures located in an area delineated as a flood hazard area can be met as outlined in the Federal Register Notice Volume #3 and dated February 9 , 2018.
- iv. , 2018.
- v. Perform data collection and noise analyses as necessary to demonstrate compliance with 24 CFR Part 51 Subpart B.
- vi. ASTM Phase 1 and Phase 2 Environmental Site Assessments (ESA's) using current standards by qualified professionals.

- vii. Conduct a biological evaluation or assessment using qualified professionals to determine the absence or presence of threatened and endangered species and/or critical habitat for use in making an effects determination or a biological opinion to support an informal and formal consultation with USFWS.

2.3 COMMENCEMENT OF SERVICES

Selected Respondents must be prepared to commence these services within five (5) days of the issuance of a Task order, at the direction of VIHFA CDBG-DR Director.

2.4 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 contractors by Task 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.

3.0 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 have the appropriate state business license 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) 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 another State or Territory
 - c) Pending litigation with the USVI, any other State or Territory
 - d) Arson conviction or pending case
 - e) Harassment conviction or pending case
 - f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings

- g) In rem foreclosure
 - h) Sale of tax lien or substantial tax arrears
 - i) Fair Housing violations or current litigation
 - j) Defaults under any Federal, Territory, State or locally-sponsored program
 - k) 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
 - l) Past or pending voluntary or involuntary bankruptcy proceeding
 - m) Conviction for fraud, bribery, or grand larceny
 - n) Listing on the Federal or State excluded parties lists
- iii. 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.
- iv. Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- v. Respondent has a satisfactory performance record.
- vi. Respondent has a satisfactory record of integrity and business ethics.
- vii. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- viii. 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.
- ix. Respondent has established prior experience in successfully performing the scope of services requested specifically experience conducting environmental reviews in accordance with NEPA and 24 CFR Part 58; expertise and experience in performing the listed inspections and testing for asbestos and lead based paint; and experience and expertise in negotiating programmatic agreements and conducting historic and architectural reviews.
- x. 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.
- xi. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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 RFQ. 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.

4.0 TERM OF ENGAGEMENT

VIHFA intends to create a pool of contractors by Task for the Environmental Review, Assessments, and Testing Services as a result of this RFQ. Details on specific contract terms will be provided in the mini-bid solicitations. VIHFA reserves the right to modify and/or terminate any contract if the successful organization fails to perform in a manner consistent with the terms of the contract. VIHFA will review qualification submissions per the following schedule and qualification process detailed in this RFQ.

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 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 RFQ 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 prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIHFA.

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

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

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

6.0 REQUESTS FOR QUALIFICATIONS SCHEDULE

The following deadlines have been set by VIHFA:

RFQ SCHEDULE	DATES and TIMES
RFQ Release Date	November 27, 2019
Deadline for Questions	December 6, 2019
Question Responses Published	December 11, 2019
First Phase Qualifications Deadline	December 20, 2019
Second Phase Opens	January 8, 2020
Second Phase Deadline for Questions	January 15, 2019
Second Phase Question Responses Published	January 21, 2019
Second Phase Qualifications Deadline	January 31, 2019

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 may be made by e-mail. Mark subject line for emails “RFQ 001-2020-DR-STT/STX”.

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

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

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

If VIHFA amends this RFQ, 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.

8.0 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 RFQ.

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

Respondents must document [good faith efforts](#) to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of

liquated damages or other appropriate sanctions, including, without limitation, suspension of any future contracts with VIHFA and monetary payments based on the M/WBE goal shortfall.

10.0 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.

11.0 HUD GENERAL PROVISIONS - Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Attachment 1. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth in the attachment.

12.0 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.

13.0 DELIVERY OF BID PACKAGES

All responses to this RFQ are to be submitted no later than 4:00 p.m. AST on December 20, 2019 for Phase 1 Submissions, no later than 4:00 p.m. AST on January 31, 2020 for Phase 2 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.

Bid Packages must be submitted via mail 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
Attention: Nicole Roberts
RFQ 001-2020-DR-STT/STX

The bid package should include five (5) properly labeled, sealed envelopes. One labeled original and containing an original hardcopy of all the materials and the other four containing copies of the original. Within each of these bid package envelopes, the contents should be divided into two (2) sub-envelopes, according to the specifications below and sealed. Mailed bid packages should also include one USB flash drive in Microsoft Office Suite Software or PDF format that contains all two (2) sub-envelope files corresponding to the envelope labels and containing a digital copy of all documents with the original hard copy package in the order specified below.

Proposals submitted for consideration should follow the format and order of presentation described below. The envelopes must be clearly marked. Failure to clearly mark each bid package with this information may cause VIHFA to inadvertently open the bid package before official closing date and time. VIHFA will mark all received bid packages with the date and time of receipt. Bids received after the official deadline will be considered **LATE** and will **not** be opened nor considered.

14.0 PROPOSAL REQUIREMENTS

14.1 COVER LETTER AND TABLE OF CONTENTS

Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, and that the person signing the cover letter is authorized to make the submission on behalf of the Respondent.

Provide a table of contents that clearly identifies the location of all material within the submission by section and page number.

Specify the primary contact person for the Respondent (name, title, location, telephone number, and email address).

14.2 EXECUTIVE SUMMARY

Provide an executive summary including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Company, corporation, non-profit organization, charitable institution, etc.), background, mission, an explanation of the types of services the Respondent provides that relate to this RFQ, and an organizational chart.

Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFQ, including any mergers that occurred in the last five (5) years.

Respondent shall provide financial statements for the previous two (2) years.

Please also note that all subcontractors of the selected firms, prior to and after the issuance of a contract, will be subject to prior written approval by VIHFA.

14.3 PROJECT EXPERIENCE AND CAPACITY

The Proposal shall include a summary of prior work engagements evidencing directly related experience to the requested RFQ scope. The summary shall identify engagements in which the Respondent has performed NEPA and HUD 24 CFR Part 58 Environmental Review, Assessments, and Testing Services, 24 CFR Part 51 Environmental Criteria and Standards, Section 106 Historic Preservation Requirements, 24 CFR Part 55 Floodplain Management and Protection of Wetlands, 24 CFR Part 51 Services with entities comparable to Territory for which the Respondent provides, or has provided, similar services within the last (5) years. The summary shall detail at least three (3), but no more than five (5), similar engagements with private/public sector clients of similar size and complexity to the Territory that demonstrate direct experience with the scope of services to be provided. This must be done for each Task for which the Respondent is proposing.

Each example should include:

- Name of client organization;
- Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this RFQ;
- Information regarding the project that would demonstrate successes experienced by the client as a result of the recommendations (this may include performance metrics and improvements);
- Contact information for the client organization, including current and working contact information. Contact information shall include the address, telephone number and email address.

If a Respondent will be subcontracting or partnering any portion of the work, please provide a subcontracting plan that includes the following:

- Role and experience of the Respondent in providing the requested services under the RFQ;
- Summary of qualifications and experience of the relevant subcontractor/subconsultant/partner staff;
- Explanation of past engagements with proposed subcontractor/subconsultant/partner staff, if applicable;
- The estimated percentage of work to be assigned to subcontractor/subconsultant;

- The allocation of work amongst the subcontractor/subconsultant; and
- Methods of handling quality assurance and monitoring the work of subcontractor/subconsultant.

A paragraph should accompany each referenced experience describing the Respondent's role on the relevant project(s) as well as any other contextual information.

Respondent shall also provide a summary of its capacity to perform the given scope of work. This narrative should highlight the Respondent's ability to perform NEPA and 24 CFR Part 58 Environmental Review, Surveys & Assessments, and Testing Services. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the work. Proposals that clearly demonstrate existing capacity and/or quick ramp up capabilities will be scored higher than those that do not.

14.4 REFERENCES

The Proposal shall include at least three (3) references for the Respondent. Respondents are required to provide a reference for any disaster-related experience they list in this section. Please list references other than VIHFA references.

VIHFA may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFQ, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by VIHFA for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact.

VIHFA reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. VIHFA is not responsible for the lack of responsiveness of the references listed by Respondents, and the Territory is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably. In addition, VIHFA reserves the right to contact other sources not necessarily identified in the submission to obtain information about Respondents.

VIHFA reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references.

14.5 KEY PERSONNEL

Respondent shall identify all key personnel involved in performing the work identified per Task for which the Respondent is proposing. Attach the résumés and professional qualifications of all of the

Respondent's key personnel per Task being proposed, including degrees, certifications, licenses and years of relevant experience.

This section shall list, describe, and discuss the need for specific roles to perform each of the Task(s) the Respondent is proposing. The Respondent must provide at a minimum, a description of the role, inclusive of the minimum education and experience qualifications, and the role's relevance to the scope.

Provide an organizational chart that shows how and by whom these functions will be performed for each Task for which the Respondent is proposing.

This section must include acknowledgement that, if selected, the Respondent has the capacity to respond with sufficient staff and that staff approved by VIHFA would be available for subsequent assignments as necessary.

The above must be done for each Task for which the Respondent is proposing.

15.0 BID PACKAGE FORMAT & PROPOSAL CONTENT

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

Sub-Envelopes to include:

Sub-Envelope 1

A. Cover Letter –

- i. The cover letter should be on the company's official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in their submittal.
- ii. The letter should acknowledge the receipt of all addenda. It shall state, if awarded any contract as a result of this solicitation, 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.
- iii. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- iv. It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.

B. Executive Summary –

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

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

D. Debarment Certification Form – Complete Enclosure Document B.

E. Contract Document Checklist Form – Complete Enclosure Document C and submit your current Business License. The Business License must be relevant to the Scope of Work for this solicitation.

F. Contractor's Qualifications Statement Form – Complete Enclosure Document D. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFQ and who would be willing to discuss your

company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information should be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor. In addition, if bidding to qualify to do work under Task 1, one of the three (3) references must be for prior Environmental Review work completed per HUD mandated rules and regulations at 24 CFR Part 58 within the last five (5) years.

- G. Credentials** – Provide the résumés and professional qualifications of the Respondent's key personnel and staff to be assigned for the services requested in this RFQ and each specific Task, including degrees, licenses, certifications, and years of relevant experience.
- H. Pending Litigation Notifications** - Proposers *must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings.*
- i. The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
 - ii. The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFQ.
 - iii. The Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter.

Sub-Envelope 2

A. Proposal – The Proposal should outline your approach to any and all Task Areas you are bidding on.

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

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

time employees, date of incorporation, and number of years providing CDBG disaster recovery services.

- ii. Experience and Qualifications
 - a. Provide a summary of the types of services the Respondent offers that relate to this RFQ.
 - b. Provide specific details on any previous experience with housing, community development, infrastructure and/or economic revitalization-related disaster recovery projects and any previous experience in the four Task Areas outlined in this RFQ.
 - c. Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFQ and is able to carry out each of the specific Tasks and Deliverables identified in this RFQ.
 - d. Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project.
 - e. Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFQ.
 - f. Provide at least three (3) current or past experiences for the Respondent and for any partners or subcontractors. At a minimum, the past experiences must include the experiences related to the references provided on Enclosure Document D, including one of the three (3) experiences must be for the prime Contractor and if bidding to qualify to do work under Task 1, one of the three (3) references must be for prior Environmental Review work completed per HUD mandated rules and regulations at 24 CFR Part 58.
 - g. Each experience should include the client name, main point of contact, title, and a description of the services provided.
 - h. If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.
 - i. Any subcontractor included in the Proposal must have agreed in writing to being included in the Respondent's proposed project staff or team. Any such written agreement must be produced to VIHFA upon request. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to VIHFA.
- iii. Organizational Chart
 - a. Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this RFQ. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
 - b. In addition, for any staffing functions for which specific roles have not been provided in this RFQ, the respondent should submit a list, describe, and

discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

iv. Approach & Methodology

- a. Respondents that present a clear and straightforward work plan for all aspects of execution of services, which is based on a well-defined timeline for delivery of key goals and objectives, and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those who do not.
- b. The Proposal shall explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined in this RFQ, including a detailed narrative describing the unique process which the Respondent would apply to delivery of Environmental Review, Assessments, and Testing Services. The Proposal shall address why the proposed approach is appropriate and suited for the specific RFQ scope. Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to the Territory's government. This section must contain enough information to ascertain the success of the projects accomplished by the Respondent and shall include the metrics and factors used to demonstrate that those projects and the Respondent's approach were indeed successful.
- c. Respondent shall provide a detailed approach for establishing each Task in this RFQ. The Proposal shall describe the Respondent's approach to identifying risks and mitigation measures, its approach to making implementation recommendations, and a description of its management and quality control measures. The Proposal shall include samples of existing or planned methodologies that will support the project or program, including plans, reports, tools, and other aspects related to implementation of this work, and shall include specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for VIHFA.

The above must be done for each Task for which the Respondent is proposing.

v. Timeline and Staffing Plan

- a. Based on your previous experience, the Respondent shall provide the average time required to execute the services as detailed in the RFQ.
- b. The Respondent should demonstrate their ability to adequately staff and scale service levels from initial start-up and throughout the life of the Program.
- c. The Respondent's staffing plan shall provide a plan for personnel required for each Task area, role and responsibilities of each person, and their on-site availability.

- d. Staffing plan shall include a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- vi. Clearly identify the staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners. If applicable, please provide a pending or executed contract, MOU, or agreement. If the agreement is pending a successful proposal, it must be executed, and a copy submitted to VIHFA prior to the execution of the contract under this RFQ. Management Plan and Quality Assurance / Quality Control
 - a. The Respondent shall provide detailed information on its management plan for the services and its quality assurance / quality control procedures associated with the scope of work.
 - b. Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to CDBG-DR eligibility requirements, hiring and contracting requirements, including Section 3, federal and state labor standards, and M/WBE compliance.

15.1 REQUIRED DOCUMENTS

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

A. Corporate Documents – The successful Respondent will be required to provide a copy of their Corporate Documents.

- **Provide a copy of Corporate Documents**

Corporation

- Copy of Articles of Incorporation & By Laws

Limited Liability Company (LLC)

- Copy of Articles of Organization
- Copy of Operating Agreement

Sole Proprietor

- Copy of Trade Name Certificate

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

- C. Liability Insurance** – The successful respondent will be required to obtain and have in place Liability Insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000.00). The Insurance policy shall name the VIHFA as an “Additional Insured”. The successful respondent must provide a copy of the Liability Insurance.
- D. Worker’s Compensation** - The successful respondent will be required to provide proof of Worker’s Compensation.
- E. Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their SSN or EIN.
- F. DUNS Number** – The successful respondent will be required to provide documentation showing its DUNS.

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.

16.0 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. All Proposals deemed to be responsive to the requirements of this RFQ will be evaluated and scored for technical qualities. 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 as set forth herein.

Through an evaluation panel, VIHFA will establish a shortlist, either through a natural break in scores or a technically viable cut off technical score. Depending on the number of respondents, VIHFA reserves the right to deviate from this approach.

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

- **Documentation:** The Contractor is duly organized, validly existing, qualified and licensed to conduct business.
 - **15 Points**
- **Qualification:** Shall be evaluated based on your firm's credentials.
 - **35 Points**
- **Environmental Review, Assessments, and Testing Services Experience:** The Contractor's proven success in Environmental Review, Assessments, and Testing Services for similar size and scope projects.
 - **25 Points**
- **Proposal:** Shall be evaluated based on your firm's approach to the outlined scope of work and overall management of projected deliverables, schedule delivery and overall impression.
 - **25 Points**

16.1 RIGHT TO REJECT BID PACKAGES

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

16.2 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>.

16.3 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.

16.4 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.

16.5 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).

Enclosures

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

Attachments

- **Attachment 1**
 - **Attachment 2**
 - **Attachment 3**
- Enclosure Checklist**
 - Form for Submission of Inquiries**
 - HUD 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 on the Island of _____,
this _____ day of _____, 2018, by _____
of legal age, _____
(Trade or Corporation)

and personally known to me.

(SEAL)

Public Notary

ENCLOSURE DOCUMENT B
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 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 (Provide Supporting 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 (Provide Supporting Documents)
Expiration date: _____ / _____ /20____
Type of business license: _____

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

4. ___ DUNS Number: _____

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

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

6. ___ Proposed Scope of Work TB# _____ IFB# _____ RFP# _____ RFQ# _____

7. ___ Bids ___ Signed Bid Evaluation Spreadsheet

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

CDBG-DR Staff Final Review Date: _____ / _____ /20____

Date Submitted by CDBG-DR _____ / _____ /20____

Outstanding Issues: _____

Request for Qualifications
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Environmental Review, Assessments, and Testing Services
Page 28

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 Tenant Relocation 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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 Environmental Review, Assessments, and Testing Services
 Page 30

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 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:

- (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. **RFQ 001-2020-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 Proposal (RFP) 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 001-2020-DR-STT/STX
Environmental Review, Assessments, and Testing 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
Virgin Islands Housing Finance Authority
FORM FOR SUBMISSION OF INQUIRIES

RFQ 001-2020-DR-STT/STX

Environmental Review, Assessments and Testing Services

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		
10		

ATTACHMENT 3
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 (Applicable to all construction or repair contracts)

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

21. DAVIS-BACON ACT

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

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

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

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

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 (Applicable to contracts exceeding \$10,000)

The VIHFA may terminate this contract at any time by giving at least 60 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 (Applicable to contracts exceeding \$10,000)

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

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

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 (Applicable to contracts exceeding \$100,000)

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 (Applicable to contracts exceeding \$100,000)

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

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

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 (As required by applicable thresholds)

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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

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

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

www.USASpending.gov.

33. Procurement

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

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.