

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 21st day of June, 2021 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Labor (hereinafter referred to as "Government" or "VIDOL") and ICF Incorporated, L.L.C. (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to manage the Community Development Block Grant – Disaster Recovery funded project for the Virgin Islands Department of Labor Workforce Development Program Project Management Services, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No.005-T-2021(P), Management Services for the Department of Labor Workforce Development Program in the U.S, Virgin Islands; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract in accordance with Addendum III (the Contractor's Technical Approach).

### 2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands and shall terminate two (2) years thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **Nine Million Ten Thousand and Eighty-Five Dollars and Seventy-Six Cents (\$9,010,085.76)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

#### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed \$ NA

#### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

#### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

#### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government with the exception of Contractor's proprietary information and shall be turned over to the Government at the termination of this Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

#### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

#### **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.



## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the negligent performance of the services by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

In no event shall either party, nor any of its representatives, be liable to the other party, for any indirect, punitive, special or consequential damages of any nature whatsoever suffered by the other party as a result of performance or nonperformance hereunder.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its

option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on one hundred and eighty (180) days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing ninety (90) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ninety (90) day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## **20. CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer



- or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
- (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
  - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
  - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### **GOVERNMENT**

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Gary Molloy, Commissioner  
Department of Labor  
4401 Sion Farm, Suite 1  
Christiansted, VI 00820

### **CONTRACTOR**

Bernard Molepske  
Sr. Contracts Administrator  
ICF Incorporated, L.L.C.  
9300 Lee Highway  
Fairfax, VA 22031

## 22. LICENSURE

The Contractor covenants that it has:



- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## **23. OTHER PROVISIONS**

Addenda I, II, III and Appendix A attached hereto are a part of this Contract and are incorporated herein by reference.

## **24. DEBARMENT CERTIFICATION**

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

## **25. FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## **26. NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

## **27. WARRANTY OF NON-SOLICITATION**

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of such brokerage, commission or percentage; and that all monies payable to

him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

## **28. SEVERABILITY**

If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **29. FORCE MAJEURE**

The Parties' performance under this Contract shall be excused so long as the force majeure event prevents the performance of any obligation hereunder when such delay is occasioned by events or occurrences beyond their control, including but not limited to acts of God, war or threat of war, government retaliation against foreign or domestic enemies, terrorism, governmental regulation, civil disorder, adverse governmental actions or conditions, Epidemic, Pandemic, recognized health threats as determined by the Centers of Disease Control and Prevention (CDC) or local health agency, Disaster, strikes either real or threatened curtailment of transportation facilities, or other similar cause beyond the control of the Parties (collectively, "Force Majeure"), making it from an economic, political, personal safety, or policy basis, illegal, inadvisable, objectively impossible or commercially unreasonable to fulfill the terms of this Contract. This Contract may be terminated and/or specific nonperformance or under performance may be excused, without penalty or payment except for those Services already provided, that any one or more of such reasons by written notice from the other Party.

## **30. PENALTY**

The Contractor shall pay to VIDOL, as a penalty, up to \$50.00 for each business day that a deliverable is late until deemed in compliance, subject to a maximum penalty of \$400.00, per deliverable. Penalty damages may be assessed at the reasonable discretion of VIDOL. For the purpose of calculating such penalty damages, a grace period of ten (10) days shall be observed and the contract schedule shall be extended by any additional time or delays outside the control of the Contractor caused by an act of commission, omission or delay of VIDOL. VIDOL may deduct and retain out of the monies, which may become due hereunder the amount of any such liquidated damages, and in case the amount which may become due hereunder shall be less than the amount of the liquidated damages due to VIDOL the Contractor shall be liable to pay the difference.

## **31. CONFIDENTIAL INFORMATION**

It is understood and agreed that Contractor, including but not limited to its employees, agents and assignee, shall maintain as confidential all information that Government may disclose to Contractor.

Contractor shall take all steps to protect and to not disclose this information, unless the information is either:

- I. known to the disclosing party prior to its receipt from the other party without a limitation or obligation of confidentiality under another Contract:
- II. independently developed by the disclosing party without use of the other party's protected information or data.
- III. In the public domain at the time of disclosure through no fault of the disclosing party
- IV. received from a third party with a legal or contractual right to disclose such information or data.
- V. required to be disclosed as a result of a legal obligation to do so: provided, however, that the disclosing party shall provide 10 days' prior written notice to the other party of its intention to disclose such information.

### **32. INSURANCE**

Contractor shall maintain the following insurance coverages during the term of this Contract:

- a. **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- b. **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- c. **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government.





### 33. TAXES:

Contractor is responsible for payment of all applicable federal and local Territorial taxes, including any taxes of any out-of-state employees who are currently assigned to this project and are working within the Territory.

- (a) **GROSS RECEIPT TAXES:** Title 33 V.I.C. Ch.3, §44, as amended<sup>[1]</sup>, requires Virgin Islands Housing Finance Authority (VIHFA), when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 VIC Section 43(a) for each payment for Work performed in the Virgin Islands. It is agreed between the Parties that for the purposes of complying with Title 33, Ch. 3, Section 44 of the Virgin Islands Code, VIHFA shall withhold and forward to the Virgin Islands Bureau of Internal Revenue ("VIBIR") such amount as required by the law at 33 VIC Section 43(a) or any amendments thereto.
- (b) The Contractor agrees that the calculation and payment of gross receipts taxes shall be its sole responsibility. The Authority shall not be responsible in any way for any miscalculation, or additional assessments by the VIBIR resulting from Work performed under this Contract. In the unlikely event any overpayment or underpayment is made to the VIBIR, the Contractor shall resolve such matter with VIBIR and inform the Authority of the resolution thereof.

### 34. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

<sup>[1]</sup> (a) The Government of the Virgin Islands, including its instrumentalities, agencies and public corporations, when making a payment as defined under subsection (b) of this section, to any person, partnership, firm, corporation, or other business association that is subject to the payment of gross receipts tax under the provisions of this title, shall deduct and withhold from such payment gross receipts tax equal to four percent of such payment. Such tax shall be paid to the Virgin Islands Bureau of Internal Revenue within ten days of the last day of the calendar month during which such tax was withheld on forms to be provided by the Virgin Islands Bureau of Internal Revenue.

(b) For purposes of withholding under this section, "payment" is defined as the following:

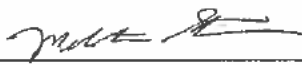
- (1) any single payment of at least \$30,000; and
- (2) any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.



IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES:**

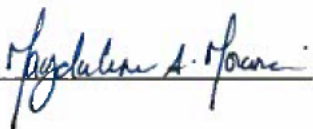
**GOVERNMENT OF THE VIRGIN ISLANDS**



Gary Molloy, Commissioner  
Department of Labor

06/03/2021

Date




Anthony D. Thomas, Commissioner  
Department of Property and Procurement

6/4/2021

Date



**CONTRACTOR**

  
Dorothy A. Shields Director – Contracts  
ICF Incorporated, L.L.C.

6/3/21

Date

(Corporate seal if Contractor is a corporation)

**APPROVED:**



Honorable Albert Bryan Jr.  
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date:

6/21/21



APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

  
Assistant Attorney General

Date 6/7/2021

PURCHASE ORDER NO. \_\_\_\_\_

ADDENDUM I  
SCOPE OF SERVICES

**Background.** In 2017, Hurricanes Irma and Maria devastated the Virgin Islands. In response to these disasters the Community Development Block Grant-Disaster Recovery (CDBG-DR) provides funding for unmet needs after FEMA funds, insurance, Federal and local sources are exhausted. These grants are administered by the Virgin Islands Housing Finance Authority. The primary focus is on the needs of low and moderate-income residents and businesses. The funds are distributed in accordance with the Virgin Islands CommunityBlock Grant Disaster Recovery Action Plan which provides a portfolio of programs to address unmet housing, public service, infrastructure, and economic needs. The project goal is to train six hundred and forty (640) individuals over a two-year period, a portion of which includes employment for those participating in work-based learning; and project management services for Community Development Block Grant – Disaster Recovery funded project for the Virgin Islands Department of Labor Workforce Development Program Project Management Services.

Under the supervision of and in collaboration with VIDOL Workforce Development Program, the Contractor will perform two main tasks. The first will be Program Management of the CDBG-DR Grant Award and the second will be providing training services for the Workforce Development Program. The expected services are identified below, as requested by the Government.

**Project Management Services**

The following table outlines project management services that the Contractor must provide under this contract.

Function	Contractor Responsibility
Strategic Planning	<ul style="list-style-type: none"><li>• The Contractor will convene critical stakeholders and decision makers to identify projects' goals and objectives.</li><li>• The Contractor will document the strategic plan and continuously update based on stakeholder engagement and feedback</li></ul>
Schedule Management	<ul style="list-style-type: none"><li>• The Contractor will build and review, as necessary, operational project plans, and corresponding schedules.</li><li>• The Contractor will commit project resources and explicitly note potential leveraged resources.</li><li>• The Contractor will articulate performance milestones, outcomes, and outputs</li></ul>

Stakeholder Management	<ul style="list-style-type: none"> <li>• The Contractor will identify roles and responsibilities for key stakeholders.</li> </ul>
Cost and Budget Control Management	<ul style="list-style-type: none"> <li>• While VIDOL will be responsible for financial controls and budgets, the Contractor will support accurate and timely financial management, including budgeting, accounting, accounts payable, and accounts receivable.</li> <li>• The Contractor will prepare accurate and timely invoices with appropriate backup and documentation to include preparation and submission of final invoices accompanied by required backup and documentation.</li> </ul>
Performance Management	<ul style="list-style-type: none"> <li>• The Contractor will continuously identify what works and apply this new knowledge to the projects.</li> <li>• The Contractor will provide the required training classes and ongoing monitoring of employers, trainers, and trainees.</li> <li>• The Contractor will align training services to meet employer demands and individuals' capabilities.</li> <li>• The Contractor will identify best practices, lessons learned and build the workforce system's capabilities.</li> <li>• The Contractor will be responsible for ongoing quantification and qualification of employer demands.</li> <li>• The Contractor will be responsible for aligning training services to meet employer demands and individuals' capabilities.</li> </ul>
Reporting	<ul style="list-style-type: none"> <li>• The Contractor will identify and provide the necessary tools to report progress</li> <li>• The Contractor will submit accurate and quarterly financial, performance, and narrative project management reports to appropriate entities.</li> <li>• The Contractor will report on progress, challenges, solutions, and emerging opportunities.</li> </ul>



	<ul style="list-style-type: none"> <li>• The Contractor will be responsible for timely and accurate reporting for both internal project management and external reporting for funders and key stakeholders.</li> <li>• The Contractor will be responsible for preparing and submitting final reports to appropriate entities.</li> </ul>
Procurement Management	<ul style="list-style-type: none"> <li>• The Contractor must understand Federal procurement guidelines for multiple streams of funding, including but not limited to, FEMA and HUD.</li> <li>• The Contractor must understand local procurement laws, policies and procedures.</li> </ul>
	<p>The Contractor will understand and adhere to post disaster record keeping for subsequent audits of these funding, programs and maintain compliance.</p> <ul style="list-style-type: none"> <li>• The Contractor will be responsible for recruiting trainees with the knowledge, skills, abilities, and perseverance to succeed in identified industries and occupations.</li> <li>• The Contractor will be responsible for efficient recruitment of individuals for Work-based Learning opportunities and the identification and onboarding of accomplished training providers.</li> </ul>
Risk & Issue Management	<ul style="list-style-type: none"> <li>• The Contractor will be responsible for developing, managing and executing a risk/issue management process and plan.</li> <li>• The Contractor will be responsible for cataloging key risks/issues and developing mitigation strategies for each risk/issue.</li> <li>• The Contractor will perform risk/issue analysis functions as necessary to support critical decision making.</li> <li>• The Contractor will provide necessary tools (software) to manage risks/issues as appropriate.</li> </ul>
Communication Management	<ul style="list-style-type: none"> <li>• The Contractor will work with VIDOL staff to build a communication plan that catalogs stakeholders as defined by the Contractor and outlines effective communication mechanisms and channels for communication to ensure effective employer engagement.</li> </ul>

Knowledge and Document Management	<ul style="list-style-type: none"> <li>• The Contractor will be responsible for capturing best practices and lessons learned, to include ongoing collaboration with Work-based Learning partners.</li> <li>• The Contractor will establish a process for archiving and ensuring version control for all knowledge artifacts.</li> <li>• The Contractor will be responsible for a robust and resilient management information system.</li> <li>• The Contractor will be responsible for transferring policies, procedures, and protocols developed to appropriate entity to build capacity.</li> </ul>
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a. Project management responsibilities:

1. Kick-Off Meeting

- a. The Contractor will have a kick-off meeting with Contractor Staff and VIDOL staff within 30 days of Contract execution.
- b. Creation of the Project Management Plan, steering committee, Project Charter, project financials, shared file site, project meeting calendar, Communications plan, project timeline, resources, contacts, and summary of cost information.

2. Project Schedules

- a. The Contractor will maintain the project schedules through a master schedule to include subproject schedules as required.
- b. The Contractor will update the project schedule weekly.

3. Project Reports and Documentation

- a. The Contractor will answer requests for reports or information required by various federal or State-related entities.

4. Project Change Management

- a. The Contractor will track major project changes in scope, cost, or time by utilizing an agreed-upon change management / configuration management defined process.
- b. The Contractor will modify or update all project documentation appropriately to reflect the agreed upon change.

5. Document Maintenance and Library

- a. The Contractor will initiate, formalize, and complete a Document Control

and Maintenance Plan to define how documents will be managed.

- b. The Contractor will include in the Document Control and Maintenance Plan the process of organizing, storing, protecting, revising, versioning, and sharing documents.
6. Project Close-Out
- a. Preparation of final report, case studies best practices, knowledge transfer close-out checklists, final budget report, and a final program performance report.

## **Training**

**Implementation of instruction and work-based learning.** Implementation will be accomplished in four stages.

**Stage I** - will focus on the construction industry and will be accomplished in eighteen (18) months. Individuals with little or no formal training will be provided with the general knowledge to proficiently perform entry level positions in masonry, carpentry electrical and plumbing. Upon completion of the training students will receive National Center of Construction, Education and Research (NCCER) Core Curriculum certification and NCCER Level 1 Certification upon successful completion of training. Specifically, all participants will:

- a. Be screened for program eligibility.
- b. Be given comprehensive aptitude and skills assessments.
- c. Participate in job preparation training.
- d. Participate in the NCCER core curriculum, which is required prior to any other skills training.
- e. Participate in NCCER Level 1 occupational skills training in masonry, plumbing, electrical, and carpentry trades.

**Stage II** - (which will run concurrently with Stage III) will focus on individuals who excel in Stage I and build a construction pathway for them to construction supervision. Students will receive NCCER Crew Leadership certification after successful completion of training. These participants will be placed in short term work experience with local construction firms with the goal of being selected for permanent unsubsidized employment.

**Stage III** - will run concurrently with Stage II and creates employment opportunities beyond construction. Students will be immersed in their selected industry with on-the-job and work-based learning. The industries for on-the-job placement are hotels, health care, restaurants, food and beverage services, broadband, information technology (IT), the public sector, and utilities. For individuals interested in public sector careers specific capacity -building work-based training that incorporates Introduction to Project Management and Introduction to Grants Management. For individuals interested in a



more formal career pathway, apprenticeships at a minimum will be available in IT, cyber security, and maritime occupations. Employer driven work-based learning activities will consist of:

**Classroom Training.** Participants will engage in either virtual or in-person training to complete (1) a course(s) of study that results in the attainment of entry-level skills and certification or, for experienced workers, (2) a course(s) of study that results in advanced-level skills and certification.

**On-the-Job Training.** Employers will be fully reimbursed for the salaries of participants for up to four months of job-specific training that provides entry-level or advanced skills in a specific occupation.

**Customized Training.** Contractor will provide an employer-driven four (4)- to six (6)-week curriculum specific to a business developed for entry-level employees or new skills attainment for current employees.

**Industry-Recognized Apprenticeships.** Participants will take part in a structured series of learning that are industry specific and may result in industry-recognized credentials.

**Registered Apprenticeships.** Participants will take part in a structured series of learning recognized by national standards and registered with VIDOL's Office of Apprenticeship.

**Stage IV** - includes both pre-training and post-training activities. Contractor will coordinate pretraining services with VIDOL, American Job Center, public housing communities, health and human service providers, employers who refer eligible employees, eligible individuals who refer themselves. Contractor will coordinate post-training activities employment preparedness services, which may include life skills training; resume development; self-marketing tools; building a responsible social media presence; networking; interviewing; working with peers; and working with supervisors and management. The chart below illustrates Stage I-IV services and number of participants.

*Exhibit 4. Work-Based Learning Activities Aligned to Stages and Number of Individuals Served*

Soft Skills—Pre- and Post-Training Services (Stage IV)		
Classroom Training/Work Experience	Classroom Training (Stage III)	Work-Based Learning (Stage III)
<b>Construction (Stage I)</b> <ul style="list-style-type: none"> <li>NCCER Core Curriculum (400 participants)</li> <li>NCCER Level I Options (300 participants) <ul style="list-style-type: none"> <li>Masonry</li> <li>Electrical</li> <li>Plumbing</li> <li>Carpentry</li> </ul> </li> <li>Advanced-Level Supervisory Training (50 participants) (Stage II)</li> </ul>	<b>Administrative Services (Government)</b> <ul style="list-style-type: none"> <li>Introduction to Project Management (35 participants)</li> <li>Introduction to Grants Management (40 participants)</li> </ul>	<b>OJT/CT</b> <ul style="list-style-type: none"> <li>Hospitality (75 participants)</li> <li>IT (25 participants)</li> <li>Health Care (15 participants)</li> </ul> <b>Apprenticeship (Stage III)</b> <ul style="list-style-type: none"> <li>Marine (25 participants)</li> <li>IT (15 participants)</li> <li>Cybersecurity (10 participants)</li> </ul>
<b>400 participants</b> <ul style="list-style-type: none"> <li>4–5 months of classroom instruction</li> <li>4 weeks of work experience</li> </ul>	<b>75 participants</b> <ul style="list-style-type: none"> <li>6–8 weeks of virtual learning</li> </ul>	<b>165 participants</b> <ul style="list-style-type: none"> <li>4–6 weeks of CT</li> <li>4 months of OJT</li> <li>Up to 12 months of classroom/hands-on learning for apprentices</li> </ul>



Contractor will work with VIDOL, and designated contacts to ensure target level participation (shown in Deliverable's chart below) in the program. Contractor will leverage resources within the workforce system to ensure job readiness and improved likelihood of job placement post-program.

Contractor is approved to use the subcontractors outlined in the response to the Request for Proposal and will be responsible for ensuring they are not debarred. The project manager will also provide all agreements based on the below timeline, The Contractor will also maintain accurate record-keeping and submit quarterly progress reports.

## **Milestones, Outcomes and Timelines**

The timeframes in Addendum I (Scope of Services) takes precedence over the timelines in Addendum III (Contractor's Proposed Technical Approach). ICF envisions a June 2021 start.

### **Stage 1 – Focus on Construction**

#### Milestone 1 – NCCER Core Curriculum

This will include instruction for 400 participants in NCCER Core Curriculum for the Construction industry. The timeframe for this milestone is June 2021 – August 2022.

#### Milestone 2 – Placement

Upon completion of the 400 participants that enrolled in the Core Curriculum, 100 participants will go to work via placement at worksites for work experience. Timeframe July 2021 – October 2021.

#### Milestone 3 – NCCER Level 1

The 300 participants (Excluding the 100 that were placed for work) from the Core Curriculum shall move to NCCER Level 1 instruction. This will include instruction in plumbing, electrical carpentry, and masonry. Timeframe is as follows:

Cohort 1 – 50 participants – June 2021– September 2021

Cohort 2 – 50 Participants – October 2021 – January 2022

Cohort 3 – 100 Participants – February 2022 – May 2022

Cohort 4 – 100 Participants – June 2022 – September 2022

### **Stage 2 – Advancing the Leaders**

#### Milestone 4 – Supervisor Training

Train 50 individuals that excelled in NCCER Core Curriculum and NCCER Level 1 as supervisors and site leaders. Training combines classroom training plus approximately 6 months on-the-job training. Timeline is as follows:

Cohort 1 – 25 participants – January 2022 – August 2022

Cohort 2 – 25 participants – October 2022 – April 2023

### **Stage 3 – Expanding the Knowledgebase**

#### Milestone 5 – Work based Learning

This will include on-the-job training (OJT), customized training (CT), and incumbent worker training (IWT). OJT/CT Sectors include hospitality, information technology, and healthcare. IWT Sector includes administrative services. Timeframes are as follows:

Cohort 1 of OJT/CT participants – 58 participants – June 2021 – November 2021

Cohort 2 of OJT/CT participants – 57 participants – October 2021 – March 2022

Cohort 3 of IWT participants – 75 participants – September 2021 – March 2022

#### Milestone 6 – Apprenticeships

Apprenticeship Sectors include at a minimum marine, information technology, and cyber security. There will be 50 participants in the apprenticeship sector and the timeframe will be October 2021 – October 2022.

#### **Stage 4 – Stabilizing the Workforce**

#### Milestone 7 – Job Readiness

Intensive job readiness preparation to prepare to enter the workforce. This will include successful completion of pre/post-employment training for 640 participants in life-skills training, resume development, self-marketing tools, building a responsible social media presence, and networking. Timeframe June 2021 – May 2023.

#### **Milestone 8: Grant Compliance**

The Contractor will schedule weekly check-in calls with VIDOL and agency Points of Contact (POC)'s to determine roles and responsibilities, assess the progress of the projects, identify on- going needs and address concerns and discrepancies of operating within the grant requirements.

Monitoring will cover adherence to participant eligibility criteria; review of biweekly timesheets to ensure student participation and verify hours logged; consistency of activities with work plan submitted; and worksite suitability for projects being performed. Monitoring will also check for compliance and completion of training requirements identified.

#### **Milestone 9: Spending Activity**

The Contractor will monitor the spending activity and overall operation of the grant to ensure adherence to the project goals. If funds are not being spent per stated project goals, Contractor will immediately re-evaluate the operating criteria and adjust the number of participants, range of activities or costs per participant initially stated. A corrective action plan will be developed and modification for adjustment requested. Monitoring will be reviewed not less than quarterly. Costs will be broken down quarterly and by program year.

#### **Milestone 10: Program Review**

The Contractor will conduct a comprehensive program review each program phase to ensure compliance with CDBG-DR grant requirements before program close and as agreed upon with VIDOL leadership.



ADDENDUM II  
COMPENSATION

In consideration of the satisfactory service to be performed by Contractor in accordance with the provisions of Addendum I Scope of Services, The Government agrees to pay Contractor the sum of **Nine Million Ten Thousand Eighty-Five Dollars and Seventy-Six Cents (\$9,010,085.76)** for services rendered in accordance with the following schedule. Phases in Addendum II correlate to Stages in Addendum 1.

During the term of the Contract, the Contractor shall, on a quarterly basis, invoice the Government. The first payment will be made at the initiation of Milestone 1 and initiation of Milestones 8, 9, and 10, and no less than thirty (30) days after the execution of the Contract for (30% + 4 cents) of the Contract cost, [REDACTED]. All other invoices will be due every three months on the first of the month. The remaining payment invoices shall split the remaining monies into seven payments of [REDACTED].

**Payment 1** - Thirty (30) days after execution of Contract and initiation of Phases I and III and initiation of Milestones 8, 9, and 10 for [REDACTED].

- Initiate Phases I (NCCER Core Curriculum) and III (Work Based Learning [WBL])
- Start job readiness training for participants – May 2021 to May 2023
- Initiate Milestones 8 (Grant Compliance), 9 (Spending Activity), and 10 (Program Review)

**Payment 2** - At the end of the first quarter - [REDACTED]. During this period:

- Complete enrolling 50 participants in NCCER Level 1

**Payment 3** - At the end of the second quarter - [REDACTED]. During this period:

- Complete work experience placements at worksites - July 2021 – October 2021.
- Complete enrolling WBL Cohort 1 of 58 OJT/CT participants – May 2021 – October 2021
- Complete enrolling 50 participants in NCCER Level 1

**Payment 4** - At the end of the third quarter - [REDACTED]. During this period:

- Complete enrolling 100 participants NCCER Level 1
- Complete enrolling 25 participants in Advancing the Leaders.

**Payment 5** - At the end of the fourth quarter - [REDACTED]. During this period:

- Complete enrolling WBL Cohort 2 of 57 OJT/CT participants – October 2021 – March 2022
- Complete enrolling WBL Cohort 3 with 75 IWT participants – September 2021 – March 2022
- Continue Phases I, II, III, and IV

**Payment 6** - At the end of the fifth quarter - [REDACTED]. During this period:

- Complete enrolling 100 participants in NCCER Level 1
- Complete enrolling 25 participants in Advancing the Leaders

**Payment 7** - After the completion of Phases I and III and at the end of the sixth quarter - [REDACTED]. During this period:

- Complete enrolling 50 Apprentices in selected industry sectors - October 2021 – October 2022



- Complete Phases I and III (for both phases, positive exit equals placement)

**Payment 8** - At the end of the last quarter and after the completion of Phases II and IV; and Milestone 10-  
 [REDACTED]. During this period:

- Complete Phases II (positive exit equals placement) and IV

Total payment of this Contract will not exceed Nine Million Ten Thousand Eighty-Five Dollars and Seventy-Six Cents (\$9,010,085.76). All invoices shall be subject to review and approval by the Government. Upon review of an invoice, the Government may request additional supporting documentation from the Contractor. The Government shall use its best efforts to, within thirty (30) days of receipt of an invoice, pay the invoice in full or give a written explanation for non-payment of any contested portions of the invoice. Failure of the Government, despite its best efforts, to respond to an invoice within thirty (30) days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires the Contractor's services.

A submitted ICF Incorporated, LLC cover page needs to include the following, including a certifying signature.

- **Invoices shall consist of a cover page including the following information:**

- Name and address of the contractor.
- User agency official to whom invoice should be sent (Name, Title, Agency).
- Invoice date, invoice number and a billing/service period.
- Contract number/task order number.
- Summary of the services performed and applicable time frame.
- Name and address of contractor official to whom payment is to be sent.
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- Taxpayer Identification Number (TIN/DUNS).
- Electronic funds transfer (EFT) banking information.
- Shipping and/or payment terms.

# ADDENDUM III

## Contractor's Proposed Technical Approach

### 3.1 Understanding of GVI's Objectives and Work Requirements

**Project Approach.** The economy in the USVI is reliant on tourism, accelerated by the decline of the manufacturing sector and the loss of key employers like the HOVENSA, LLC, an oil refinery in St. Croix. Hurricanes Irma and Maria devastated the Territory's infrastructure in 2017, as well as its economy, as many hotels and tourist amenities were forced to shut down. GVI seeks to diversify the economy and develop workforce-ready residents who will be more resilient to future economic shocks. This workforce development program will train eligible low-to-moderate-income (LMI) individuals so that they have the skills and certifications required to participate in the Territory's \$1 billion recovery effort—beginning with the construction industry but expanding to other industries such as health care, IT, and cybersecurity.

Three years post-disaster, VIDOL has the opportunity to make this workforce development program the centerpiece of the island's economic revitalization by upskilling residents in career fields that provide on-the-ground capacity to develop, manage, and implement services that alleviate the impact of future disasters. The ICF Team will build upon VIDOL's extensive workforce training capabilities and services by:

- Creating a framework to provide specialized construction training with Pinnacle, our Territory partner;
- Leveraging and expanding our relationships with local employers to expand work-based learning opportunities through OJT, CT, and Apprenticeships; and
- Building the capacity of VIDOL professionals to manage future CDBG-DR-funded workforce development programs.

The ICF Team will offer the proposed training over a two-year period, and projects will run concurrently. For projects that will operate in in-person cohorts, the ICF Team will make accommodations for class sizes that adhere to COVID-19 restrictions.

The ICF Team's approach aligns with and expands upon the four stages articulated in the request for proposals (RFP) and is described below:

- **Stage I** focuses on the **construction industry** and will prepare individuals with little or no formal training and provide them with general knowledge to proficiently perform entry-level positions in masonry, carpentry, electrical, and plumbing. Pinnacle will provide entry-level construction training.
- **Stage II** focuses on those individuals who excel in **Stage I** and builds a career pathway in **construction supervision**. Pinnacle will provide construction supervision training.
- **Stage III** creates additional employment opportunities beyond construction. Individuals will be immersed in their selected industry and occupation through real-world, **work-based learning** experiences as they simultaneously learn and earn. Based on ICF's firsthand experience with Restoring Futures, a nearly \$5 million NDWG awarded directly by DOL to ICF to establish work-based learning solutions in the USVI, we have identified in-demand Territory employers embracing work-based learning. Territory industries include hotels, hospitality, health care, restaurants, food and beverage services, broadband, IT, the public sector, and utilities. For eligible individuals interested in **government**



ICF will customize its proprietary [DisasTRAX](#) grant management software solution to track and report all programmatic data—providing VIDOL with access to daily dashboards and facilitating proactive performance management.

A handwritten signature in black ink, appearing to be "TR", written over a horizontal line.



**careers**, we will create a specific capacity-building work-based training that incorporates Introduction to Project Management and Introduction to Grants Management. For individuals interested in a more formal career pathway, **apprenticeships** will be available in IT, cybersecurity, and maritime occupations. Through the \$10.8 million, five-year contract that DOL awarded to ICF in June 2019 to create and administer CYAI, ICF has already established 250 cybersecurity RAs nationwide, and the USVI is a targeted region for expansion. Further, on December 7, 2020, the VIDPP competitively selected ICF to assist VIDOL and the Virgin Islands State Apprenticeship Council with project management services to build the capacity of the Territory's apprenticeship system. The ICF Team will apply its array of work-based learning solutions and apprenticeship capabilities for **Stage III**.

- **Stage IV** includes both pre-training and post-training activities. The ICF Team will coordinate pre-training services with VIDOL, American Job Centers, public housing communities, health and human service providers, employers who refer eligible individuals, and individuals who refer themselves. The ICF Team will also coordinate post-training employment preparedness services for individuals who complete entry-level construction training. Completers will receive a NCCER credential and assistance to secure employment. Individuals who complete construction supervision training will receive an advanced NCCER certification and assistance to secure construction supervision employment. Individuals participating in **Stage III work-based learning** are employed. Participating employers can retain the individual, help them develop additional occupational skills, and create a longer-term career pathway. Apprenticeships are a work-based learning subset of Stage III. **Stage III apprentices** are employees with a longer term and more formalized work-based learning experience. As the apprentice acquires more KSAs, they obtain additional industry-recognized credentials and certifications. Individuals who complete their apprenticeships are extremely marketable, especially in IT, cybersecurity, and maritime occupations.

Below we provide details on major elements.

**Soft Skills—Job Readiness.** A key factor to long-term employability is providing program participants with the soft skills they will need to secure future jobs. All workforce development program participants will receive job readiness and job development training, which covers topics such as life skills, resume development, self-marketing tools, building a responsible social media presence, networking, and interviewing skills. The ICF Team will provide access to these skill training courses virtually and in person. Participants may take the courses at any time during their training.

**Construction Trades Training.** The need for widespread training in the construction trades became starkly apparent after the 2017 hurricanes. Both large and small contractors struggled to find residents equipped to do more than helper tasks. The cost of importing labor is staggering, and the impact of COVID-19 additionally limits VIDOL's ability to bring workers to the Territory. Our approach is to provide entry-level NCCER construction skills training to 400 local eligible residents—spread equally between the St. Thomas/St. John district and the St. Croix district—in the areas of masonry, plumbing, electrical, and carpentry over an 18-month period.

All participants will:

- Be screened for program eligibility.
- Be given comprehensive aptitude and skills assessments.
- Participate in job preparation training.
- Participate in the NCCER core curriculum, which is required prior to any other skills training.
- Participate in NCCER Level 1 occupational skills training in masonry, plumbing, electrical, and carpentry trades. Based on skills assessments and proficiency demonstrated during the core curriculum training, participants may select the discipline they want to pursue.

It is anticipated that some individuals will excel at the training, and the ICF Team will identify a small cohort for additional supervisory-level training. At the completion of the training, the ICF Team will place successful participants in a short-term work experience with local construction firms with the goal of being selected for permanent unsubsidized employment.



**Work-Based Learning.** Work-based learning is a viable training alternative for individuals who need employment now but lack the necessary skills to be proficient in that position. The ICF Team projects that 240 LMI participants will benefit from direct training with employers either as first-time workers or as incumbents aspiring to enhance their skills. Through OJT, CT, and both IRAPs and RAs, the ICF Team will provide access to additional training opportunities for individuals in local high-demand occupations such as the marine sector, hospitality, healthcare, IT/cybersecurity, and administrative services. Specific training for occupations within these industries will follow ONET recommended skills attainment guidance for the participants estimated time to achieve proficiency at entry, mid and advanced skill levels, and meet the expectation of the employer at the completion of training. Occupation specific certification will be awarded upon successful completion.

Employer-driven work-based learning activities will consist of:

- **Classroom Training.** Participants will engage in either virtual or in-person training to complete (1) a course(s) of study that results in the attainment of entry-level skills and certification or, for experienced workers, (2) a course(s) of study that results in advanced-level skills and certification.
- **On-the-Job Training.** Employers will be fully reimbursed for the salaries of participants for up to four months of job-specific training that provides entry-level or advanced skills in a specific occupation.
- **Customized Training.** The ICF Team will provide an employer-driven four- to six-week curriculum specific to a business developed for entry-level employees or new skills attainment for current employees.
- **Industry-Recognized Apprenticeships.** Participants will take part in a structured series of learning that are industry specific and may result in industry-recognized credentials.
- **Registered Apprenticeships.** Participants will take part in a structured series of learning recognized by national standards and registered with DOL's OA.

**Exhibit 4** aligns each work-based learning approach with the four stages and number of assisted individuals.

*Exhibit 4. Work-Based Learning Activities Aligned to Stages and Number of Individuals Served*

Soft Skills—Pre- and Post-Training Services (Stage IV)		
Classroom Training/Work Experience	Classroom Training (Stage III)	Work-Based Learning (Stage III)
<b>Construction (Stage I)</b> <ul style="list-style-type: none"> <li>▪ NCCER Core Curriculum (400 participants)</li> <li>▪ NCCER Level I Options (300 participants) <ul style="list-style-type: none"> <li>- Masonry</li> <li>- Electrical</li> <li>- Plumbing</li> <li>- Carpentry</li> </ul> </li> <li>▪ Advanced-Level Supervisory Training (50 participants) (Stage II)</li> </ul>	<b>Administrative Services (Government)</b> <ul style="list-style-type: none"> <li>• Introduction to Project Management (35 participants)</li> <li>• Introduction to Grants Management (40 participants)</li> </ul>	<b>OJT/CT</b> <ul style="list-style-type: none"> <li>▪ Hospitality (75 participants)</li> <li>▪ IT (25 participants)</li> <li>▪ Health Care (15 participants)</li> </ul> <b>Apprenticeship (Stage III)</b> <ul style="list-style-type: none"> <li>▪ Marine (25 participants)</li> <li>▪ IT (15 participants)</li> <li>▪ Cybersecurity (10 participants)</li> </ul>
<b>400 participants</b> <ul style="list-style-type: none"> <li>▪ 4–5 months of classroom instruction</li> <li>▪ 4 weeks of work experience</li> </ul>	<b>75 participants</b> <ul style="list-style-type: none"> <li>▪ 6–8 weeks of virtual learning</li> </ul>	<b>165 participants</b> <ul style="list-style-type: none"> <li>▪ 4–6 weeks of CT</li> <li>▪ 4 months of OJT</li> <li>▪ Up to 12 months of classroom/hands-on learning for apprentices</li> </ul>

### 3.2 Approach to Satisfying the Objectives and Work Requirements

ICF is the overall prime contractor. As a global professional services firm currently operating work-based learning solutions and CDBG-DR TA in the Territory, we provide VIDOL comprehensive, end-to-end project management services including strategic planning, schedule management, stakeholder management, cost and budget control management, performance management, reporting, procurement management, risk and issue management, communications management, and knowledge and document management. Pinnacle, ICF's subcontractor, will focus on entry-level construction training and construction supervisory training using the NCCER training and certification program. The ICF Team builds upon the four-stage strategy described in the



RFP and expands it to achieve VIDOL's workforce development program goals and objectives. Primarily, the ICF Team offers VIDOL immediate results with no learning curve. Our approach is discussed in greater detail in the following sections.

**Project Management Services.** ICF's approach to fiscal and program management is grounded in more than 50 years of success as a prime contractor. Guided by the best practices of the Project Management Institute and the Project Management Body of Knowledge we have honed our management methodology through decades of successful administration of large, indefinite delivery, indefinite quantity contracts, incorporating elements critical to success, including:

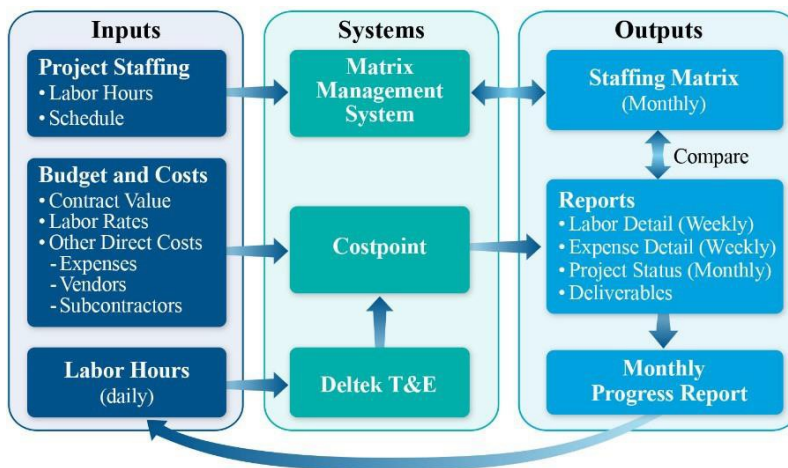
- **A proven, low-risk approach to managing complex federally funded projects**, based on the successful delivery of more than 50 DOL contracts for more than 20 years;
- **Rigorous management, quality control (QC), and innovation**, incorporating integrated processes for risk management, QC, adherence to GVI and HUD policy, and innovation; and
- **Continual training and professional development programs** for ongoing training, certification, and mentoring to develop expert skills and retain ICF Team staff.

**Function 1: Strategic Planning.** From the start, the ICF Team will work with VIDOL's critical stakeholders and decision makers to identify goals and objectives that set the program up for long-term success—maximizing employment on the island *and* meeting HUD's and VIHFA's requirements for this workforce development program. For example, VIHFA's CDBG-DR Action Plan projects that 100% of workforce program expenditures will qualify as LMI individuals. The ICF Team will help VIDOL incorporate this consideration into the program's strategic plan, documentation and reporting requirements, systems, policies, and procedures.

**Function 2: Schedule Management.** The ICF Team recommends hosting virtual twice-a-month meetings with VIDOL leadership to develop and review operational project plans, develop corresponding schedules, determine the status of training and trainee activities, identify challenges encountered, and discuss the needs and outcomes of each program. The ICF Team will document the roles and responsibilities of each stakeholder to ensure tasks are accomplished and project milestones are met effectively and efficiently. The ICF Team will explicitly note potential leveraged resources, such as Restoring Futures.

**Function 3: Stakeholder Management.** The ICF Team will maintain a working relationship with all key stakeholders through regularly scheduled conference calls, emails, or other correspondence. The ICF Team will host and facilitate periodic stakeholder meetings to ensure the goals of the project are met and that training providers are adequately onboarded. We will

*Exhibit 5. ICF's Management Systems and Tools Promote Effective Monitoring and Reporting*



also assist employers with identifying the KSAs needed for their workforce. The ICF Team will use a stakeholder engagement tracker to collect contact information and document engagement activities.

**Function 4: Cost and Budget Control Management.** As VIHFA's CDBG-DR subrecipient, VIDOL is responsible for the financial accuracy, timeliness, and integrity of the workforce development program. ICF has already-developed tools, processes, and trainings (see **Exhibit 5**) to ensure adequate cost and budget control management for our Restoring Futures contract funded by DOL, and we can adapt those materials to ensure that VIDOL's workforce development program complies with all HUD, VIHFA, and GVI

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requirements. For example, we will build VIDOL's capacity to assign costs to the correct CDBG-DR-eligible activities and national objectives, facilitating efficient reimbursement of costs from VIHFA. As VIDOL submits reimbursement requests to VIHFA on behalf of participating employers, DisasTRAX can import the status of these requests from VIHFA's grants management system weekly, allowing VIDOL to track reimbursement requests for participating employers at the participant level.

**Function 5: Performance Management.** As with Restoring Futures, The ICF Team will continuously identify and implement best practices and lessons learned to enhance the workforce system's capabilities. Successful innovations for Restoring Futures include employer referrals of eligible trainees, embedding eligibility determination specialists into an employer's human resources hiring and training process and transitioning from mailed reimbursements to electronic bank deposits.

We will continue to identify what works and apply this new knowledge to VIDOL's workforce development program; provide ongoing monitoring of employers, trainers, and trainees; and align training services to meet employer demands and individuals' capabilities. Although we will establish expectations up front with each participating employer around the number and type of employees they expect to hire, we know that employer demands are likely to change over time. The ICF Team can help VIDOL leverage applicant data in DisasTRAX and qualitative information from participating employers to ensure that our applicant pipeline meets evolving employer demands. Additionally, we will use DisasTRAX data to retroactively identify the characteristics of participants that successfully complete the construction training to inform more targeted applicant outreach and improved program outcomes. Our team will assist VIDOL with adhering to federal reporting schedules of quarterly and annual performance report submission.

**Function 6: Reporting.** The ICF Team will work with VIDOL to establish a reporting frequency and format that meets VIDOL's needs and local government reporting requirements. We anticipate providing a daily management dashboard from DisasTRAX to VIDOL with program-level updates on key metrics (see **Exhibit 6** on the following page). We will also provide weekly status reports with project status and project schedule updates including but not limited to the number of participating employers, projects, and program participants; completion and enrollment rates, training plans, work-based learning agreements in process and in place, and apprenticeships; and the number of occupational skills trainings delivered. DisasTRAX will enable VIDOL to report on all CDBG-DR data and performance requirements, including race and ethnicity of applicants, income levels, and job status and projections.

All requested federal and local reports will be data driven and backed by documentation that the ICF Team collects and maintains. The ICF Team will work with VIDOL to ensure that any requests for information or reports from government entities are addressed in an accurate and timely manner. If requested, the ICF Team will develop white papers or legislative talking points to assist VIDOL in communicating the status of the effort and to answer any questions that may arise from elected officials, representatives of the U.S. government, or other key stakeholders.

#### **DisasTRAX Reports Facilitate Effective Performance Management**

- When the Puerto Rico Department of Housing increased its CDBG-DR application processing goals in October 2019, ICF leveraged DisasTRAX data to double monthly eligibility determinations and meet the new goals.
- ICF customized DisasTRAX to manage financial and program data across 70 CDBG-DR programs for the Texas General Land Office (GLO).

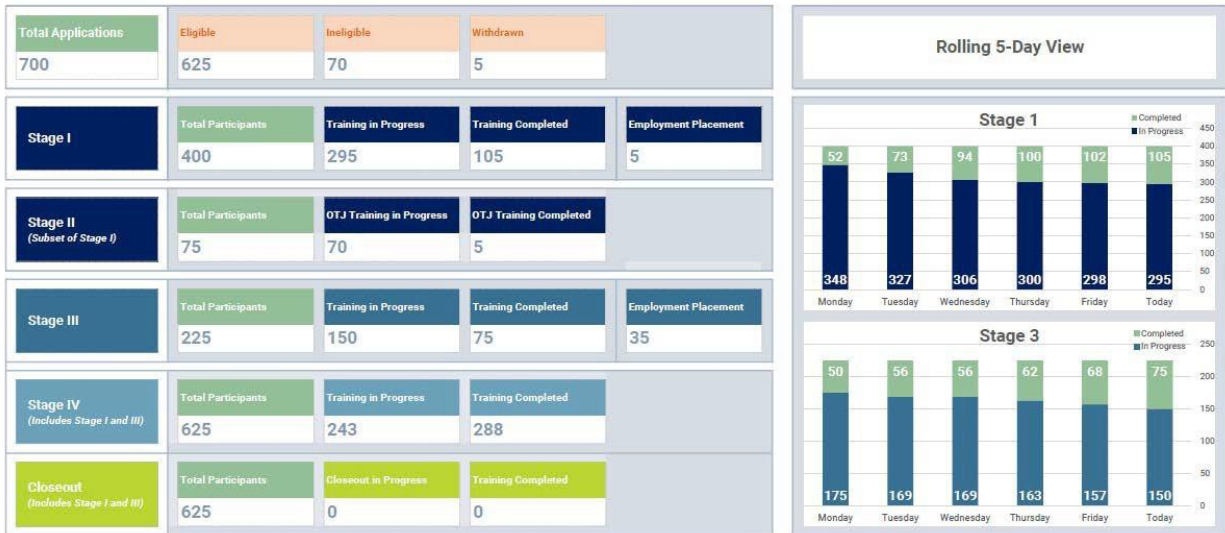


*Exhibit 6. ICF's Daily Operational Dashboard Helps VIDOL Track Overall Progress Along Each of the Stages and at Closeout*



**WORKFORCE DEVELOPMENT PROGRAM**  
Daily Operational Dashboard

Monday, 05/31/2021



**Function 7: Procurement Management.** The ICF Team understands the procurement guidelines for multiple funding streams, including but not limited to FEMA, HUD and DOL. Our team will maintain all our program files in DisasTRAX in accordance with HUD recordkeeping requirements, protecting VIDOL from any monitoring findings by ensuring our files are always audit ready for HUD, VIHFA, and/or VIDOL review. Each participant file will document the sequence and process for approval or denial, including documentation of all eligibility criteria and the initial assessment that demonstrates whether an applicant has the prerequisites to successfully participate in the program. We will also ensure assigned procurements comply with all applicable federal and local procurement laws and policies—including 2 Code of Federal Regulations (C.F.R.) Part 200 and Title 31, Chapter 23—and we will verify all procurement files are fully documented. As part of our responsibilities for overall procurement management, the ICF Team will develop a public-facing participant and employer outreach and recruiting plan that ensures fair and open opportunity for beneficiaries and businesses to participate as trainees or training provider, respectively. The outreach and recruiting plan will be rooted in our proven approach to transparent and inclusive program participant engagement and will ensure that all participants and employers meet the prequalification to be successful in the program.

In order to help VIDOL carry out a transparent recruiting and participant intake process, we will document all engagement sessions, open houses, published materials, social media posts, webinars, and other efforts related to recruiting participants in the program files, and we will document how participants learned about the program. We will also ensure that all published materials comply with VIHFA's Language Access Plan and are compliant with Section 508 of the Rehabilitation Act. All participant- and employer-facing materials will describe program requirements in plain language so they can easily understand the reporting and compliance rules that come with participating in this program as a trainee or training provider.

**Function 8: Risk and Issue Management.** We will use DisasTRAX to monitor performance and proactively identify challenges. Despite careful planning and the intent to prevent problems, challenges may arise. Whether the challenge is related to quality, schedule, personnel, or cost, the ICF Program Manager will work with the appropriate staff to assess potential impact then develop—for high-risk situations—a specific risk monitoring and mitigation plan, including risk reduction and elimination. The Program Manager will present the identified challenge and proposed plan to VIDOL and describe the strategy for resolving the concern. Upon approval, the Program Manager will oversee implementation, update the work plan, document issues, and include updates in monthly reports.

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**Function 9: Communication Management.** Our primary target audiences are employers for work-based learning and employment opportunities and recruitment of eligible LMI job seekers. As a result of Restoring Futures, ICF has firsthand and practical experience with effective and impactful communications for both employers and eligible jobseekers. For Restoring Futures, we have contacted approximately 100 employers across the Territory, secured more than 20 employers in an array of industries for work based- training solutions, specifically OJT and CT, and placed more than 260 eligible individuals in work-based learning solutions.

One of our OJT and CT employers is the Ritz-Carlton, St. Thomas. When we advertised the June 2019 Hiring Opportunity Program (HOP) for the Ritz-Carlton, St. Thomas, at UVI Sports and Fitness Center on the St. Thomas campus, ICF projected 500 individuals would attend.

However, more than 800 interested job seekers attended the HOP. At the HOP's registration desk, ICF and VIDOL professionals collected eligibility information and entered it into ICF's database. We collected basic background information, occupational preferences, and information about how the individual learned about the HOP. Our post-HOP communications analysis identified word of mouth, radio, and social media as the most effective means to engage interested individuals. We will use these communications channels along with advertisements in online and local print newspapers, television, and in-person and virtual presentations.

#### **Project Oversight Features for Proactive Risk Mitigation**

- Use of a **work plan with timelines** to identify risks in work progress not aligned to the plan
- **Financial forecasting** to identify risks with budget adherence and labor utilization
- **Internal communications** to ensure staff are aware of pending deliverables and identify any anticipated issues

**Function 10: Knowledge and Document Management.** ICF is already identifying and disseminating best practices and lessons learned to our workforce colleagues in the Territory. At the request of VIDOL leadership, ICF made two presentations at the inaugural Governor's Workforce Summit held in November 2019 in St. Thomas and St. Croix. Our Program Manager, Ms. Soto, provided a plenary presentation on Restoring Futures as a Territory-based national model for innovative and impactful employer-driven work-based learning solutions. Mr. Trumbull, the Corporate Officer in Charge for this project, presented on a national best practice's apprenticeship panel moderated by DOL's OA. The ICF Team is committed to working with VIDOL to establish robust and effective work-based learning solutions across the Territory.

To document and serve as a repository for best practices and lessons learned, the ICF Team will use Microsoft Teams to store all documents related to this effort and provide VIDOL staff with access to the site. The ICF Team envisions the library including such items as project-specific policies and procedures, meeting notes, an up-to-date work plan, and project changes. The ICF Team will establish document control procedures and follow them to ensure accuracy of document versions.

#### **3.2.1 Additional Responsibilities**

ICF will be responsible for the selection of subcontractors and ensuring they are not debarred. Further, ICF will provide all agreements and invoices in a timely manner, with supporting documentation for all costs. ICF will also maintain accurate recordkeeping and submit timely progress reports. **Exhibit 7** crosswalks the RFP's section 3.2.1, Additional Responsibilities, and aligns them to the responses in the above section 3.2 that address each additional responsibility.



*Exhibit 7. ICF Understands and Is Prepared to Deliver GVT's Workforce Project Requirements*

Crosswalk—Section 3.2.1, Additional Responsibilities, to Section 3.2, Functions	
Section 3.2.1 Additional Responsibilities	Section 3.2 Functions
<b>Project Planning</b>	Function 1: Strategic Planning
<b>Project Management Plan</b>	Function 1: Strategic Planning Function 2: Schedule Management Function 3: Stakeholder Management Function 4: Cost and Budget Control Management Function 5: Performance Management Function 6: Reporting Function 7: Procurement Management Function 8: Risk and Issue Management Function 9: Communication Management Function 10: Knowledge and Document Management
<b>Project Schedules</b>	Function 2: Schedule Management
<b>Project Reporting</b>	Function 6: Reporting
<b>Project Reports and Documentation</b>	Function 6: Reporting
<b>Project Change Management</b>	Function 5: Performance Management Function 8: Risk and Issue Management
<b>Financial Management</b>	Function 4: Cost and Budget Control Management Function 7: Procurement Management
<b>Document Maintenance and Library</b>	Function 10: Knowledge and Document Management
<b>Stakeholder Engagement</b>	Function 3: Stakeholder Management Function 9: Communication Management

### 3.3 Milestones and Deliverables

The ICF Team has overall responsibility for the successful planning and execution of the project including efficient recruitment of individuals for work-based learning opportunities and identifying and onboarding accomplished training providers. We will be responsible for communications, including status reporting, risk management, escalation of issues that cannot be resolved within the team, and ensuring the project is delivered on time, on task, and within budget. Our Program Manager, Ms. Soto, will provide oversight and executive-level management to overall operations. She will serve as the primary point of contact for VIDOL. The Project Manager, Ms. Zaytoun, will be responsible for day-to-day project management operations and will serve as a liaison to training providers.

During the first month, ICF will convene the project team to develop the goals, objectives, action plans, performance measures, and reporting schedules that will guide this project. From Month 2 of Year 1 through Month 23 of Year 2, the ICF Team will manage all aspects of community outreach and engagement, stakeholder engagement, recruitment, eligibility determination, training, placement, monitoring, and reporting. **Exhibit 8** outlines key program activities, outcomes, and timelines.

*Exhibit 8. Key Program Activities, Outcomes, and Timelines*

Milestone	Monthly Report	Output/Outcome	Timeline
Project Engagement: Milestone 1			
Activity 1: Project Team Forming and Facilitation	<ul style="list-style-type: none"><li>Steering Committee, Project Charter, Project Financials</li><li>Comprehensive Project Plan Outline</li></ul>	<ul style="list-style-type: none"><li>Baseline document supporting delivery of goals and objectives, roles and responsibilities, tasks, and timelines for two-year project</li><li>Scheduled bimonthly meetings with the Steering Committee for the duration of the project</li></ul>	March 1–April 2, 2021
Activity 2: Convening and Leading Project Steering Committee	<ul style="list-style-type: none"><li>Schedules and Work Plan for 18–24 months of training</li><li>Program Operation Policies and Procedures</li></ul>		
Project Management: Milestones 2–5			
Activity 1: Schedule Management	<ul style="list-style-type: none"><li>Project Meetings Calendar</li><li>Communications and Outreach</li><li>Project Timelines</li><li>Resources</li><li>Contacts</li></ul>	Program Operations and Activity Timeline document	March 1–April 2, 2021
Activity 2: Performance Management	<ul style="list-style-type: none"><li>Implement training approaches for:<ul style="list-style-type: none"><li>Direct Training</li><li>OJT</li><li>Apprenticeships</li></ul></li></ul>	<ul style="list-style-type: none"><li>Ongoing construction training program in 10–12 cohorts resulting in 400 entry-level skilled workers</li><li>Increased capacity in basic program and grant management within USVI government agencies resulting in 75 upskilled incumbent workers</li><li>Increased capacity of skilled workers in local demand occupations, resulting in 165 entry-level and advanced skilled workers</li></ul>	March 2021–February 2023
	<ul style="list-style-type: none"><li>Identification and assembly of project stakeholders (employers, trainers, agencies, support staff)</li></ul>	<ul style="list-style-type: none"><li>Ready pool of employers with work-based training experience and training development plan</li></ul>	Ongoing
Activity 3: Monitoring and Controlling	<ul style="list-style-type: none"><li>Program Monitoring Tool</li><li>Program Performance Tracking Tool</li></ul>	<ul style="list-style-type: none"><li>Monitoring reports that meet federal and local requirements</li><li>Detailed tracking of employer agency projects, participant performance, and program performance outcomes</li></ul>	March 2021–February 2023
Activity 4: Cost and Budget Control	<ul style="list-style-type: none"><li>Invoicing Schedule and Timelines</li></ul>	<ul style="list-style-type: none"><li>Documented and backed up- work products paid timely</li></ul>	March 2021–February 2023
Activity 5: Reporting	<ul style="list-style-type: none"><li>Reporting Schedule and Timelines</li></ul>	<ul style="list-style-type: none"><li>Monthly and quarterly status reports for local and federal entities</li><li>Weekly report for VIDOL</li></ul>	
Activity 6: Project Change Management	<ul style="list-style-type: none"><li>Document Warehouse Site</li></ul>	<ul style="list-style-type: none"><li>Real-time repository of meeting minutes, policies and procedures, training provider information, and employer information</li></ul>	
Project Management and Closeout: Milestone 6			
Activity 1: Project Execution	<ul style="list-style-type: none"><li>Final Reports:<ul style="list-style-type: none"><li>Case Study</li><li>Best Practices</li><li>Knowledge Transfer</li><li>Closeout Checklists</li><li>Final Budget Report</li><li>Final Program Performance Report</li></ul></li></ul>	<ul style="list-style-type: none"><li>Lessons learned</li><li>Template for disaster recovery program implementation</li></ul>	February 2023
Activity 2: Project Closeout			

## APPENDIX "A"

### HUD GENERAL PROVISIONS ("HUD RIDER")

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

#### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this 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

VIDOL 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 VIDOL. The Contractor/Subcontractor shall cooperate with all VIDOL 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.

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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 VIDOL 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 VIDOL any additional information necessary for VIDOL to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIDOL, 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 VIDOL 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 VIDOL.

18. INDEMNIFICATION

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

19. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of

Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable

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“Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

21. DAVIS-BACON ACT

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

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

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

22. TERMINATION FOR CAUSE

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIDOL shall, after providing written warning and a reasonable opportunity to cure, 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 VIDOL, become VIDOL'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 VIDOL for damages sustained by VIDOL by virtue of any breach of the contract by the Contractor/Subcontractor, and the VIDOL 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 VIDOL from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

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

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

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

Equal Opportunity for Workers With Disabilities

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

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

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

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

25. EXECUTIVE ORDER 11246

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

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

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

all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

26. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

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

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



28. LOBBYING

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

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

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

29. BONDING REQUIREMENTS

- (1) Not Applicable

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The *Contractor*/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor*/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor*/Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

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

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

33. PROCUREMENT

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

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

Not Applicable

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

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, VIDOL will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.