



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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REQUEST FOR PROPOSALS

for

LEGAL SERVICES

RFP 007-2022-DR-STT/STX

Issue date:

April 11, 2021

Submittal deadline:

May 11, 2021

Contact person:

Nicole Roberts

Procurement/Contract Officer

nroberts@vihfa.gov

(340) 777-4432 ext. 4227

<https://www.vihfa.gov/procurement/solicitation>



Unlocking the Door to Affordable Housing

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

RFP 007-2022 -DR-STT/STX REQUEST FOR PROPOSALS LEGAL SERVICES

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from qualified firms or Attorneys (“Respondent”) to provide legal services for the administration of the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program and other legal matters as needed for the VIHFA in the United States Virgin Islands (“USVI”).

1.1 BACKGROUND

The VIHFA is an autonomous instrumentality of the Government of the United States Virgin Islands which was created by Act No. 4636 in 1981. The VIHFA was expanded in 2008 by the Housing Merger Act (Act No. 6973). This Act transferred the Housing Component of the Department of Housing, Parks and Recreation and the Community Development Block Grant and Emergency Shelter Grants from the Department of Planning and Natural Resources to the VIHFA. The VIHFA is governed by a Board of five members - three are private citizens appointed by the Governor and approved by the Legislature while two others are Cabinetmembers who serve in ex-officio capacities.

On September 5, 2017, as damages to the Territory were imminent due to the projected path of Hurricane Irma, the Governor of the United States Virgin Islands proclaimed a State of Emergency as authorized by the Territorial Emergency Management Act, 23 VIC, Ch. 10 Sec. 1005(d). On September 6, 2017, and on September 19, 2017, Hurricane Irma and Maria devastated the USVI causing massive destruction to thousands of homes, businesses and general infrastructure and the economy. As a result of the two back-to-back Category 5 hurricanes in September 2017, the USVI was awarded funds from the Federal Emergency Management Agency (“FEMA”) through the STEP Program and the Department of Housing and Urban Development (“HUD”) through the CDBG-DR Program. The VIHFA was appointed by the Governor of the United States Virgin Islands as the lead agency to administer the CDBG-DR Program.

The CDBG-DR Program provides funding for unmet needs of the Territory after FEMA funds, insurance, and other federal or private sources are accounted for, with a focus on the needs of low- and moderate-income residents. This money is also managed by the VIHFA, and spending is prioritized in programs designed through the United States Virgin Islands CDBG-DR Action Plan. This plan proposes a portfolio of programs to address unmet housing, public service, infrastructure, and economic needs provided by the United States Department of Housing and Urban Development.

2.0 SCOPE OF SERVICES

The Respondent shall be readily available to perform the following legal services, as requested by the Executive Director and the Chief Disaster Recovery Officer (CDRO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR):

- Provide legal advice and direction to the Executive Director of VIHFA and the Chief Disaster Recovery Officer (CDRO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR), as necessary, in the routine performance of duties related to the CDBG-DR Program.
- Advise on responses to subpoenas, court orders, and requests for information from third parties.
- Review, draft, and negotiate contracts, leases and other legal documents.
- Defend lawsuits, administrative claims, or other legal claims.
- Conduct litigation as necessary.
- Advise on government grant and contract issues.
- Interpret laws, rulings, regulations and policies.
- Attend meetings and public hearings as necessary.
- Review pending and new legislation and regulations and assess impact.
- Prepare and submit reports regarding CDBG-DR.
- Consult with the VIHFA’s Executive Director, the Chief Disaster Recovery Officer (CDRO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR), Special Counsel for CDBG-DR and/or the VIHFA’s Legal Counsel in determining legal strategies.
- Perform other legal services as needed.

3.0 QUALIFICATIONS

The VIHFA is seeking a Respondent that graduated from an accredited law school with a Juris Doctorate (“JD”) degree and is admitted to practice law in the United States Virgin Islands. Ideally, the selected Respondent must meet or exceed the following criteria listed below:

1. A broad and practical knowledge of the CDBG-DR program, the Stafford Act and its implementing regulations in Title 44 of the Code of Federal Regulations, FEMA policy and guidelines and HUD policy guidance, rules and regulations.
2. Experience in the following areas: housing finance agency/ies; real estate, government grants and contracts, construction law and general business operations.
3. Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to housing and urban development matters; and experience in applying same.
4. Ability to provide legal services involving housing development and management; financing involving Low-Income Housing Tax Credits; litigation, arbitration and mediation; USVI real property laws and codes; and federal subsidy programs.

5. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.
6. All necessary and/or required licenses, registrations and certifications.
7. Certification that the firm/attorney is not debarred and has all necessary and/or required insurance coverage in effect.
8. Five or more years of experience representing a housing authority or its relative equivalent.
9. Computer literate.

4.0 STANDARDS OF CONDUCT

The successful Respondent shall be responsible for maintaining satisfactory standards of competency, conduct, courtesy, appearance, honesty and integrity; and adhering to the Model Rules of Professional Conduct.

5.0 INDEMNIFICATION

To the extent permitted by law, the Respondent shall indemnify, hold harmless, and defend the Authority, its Board of Directors, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties (“Claims”), which Claims are caused by or arise from the services performed by the Respondent in relation to the professional services provided to the VIHFA under contract.

6.0 TERM

The successful Respondent will be expected to execute VIHFA’s standard professional service contract. The VIHFA will contract for a period of **two (2) years**, subject to the VIHFA’s option to extend the term of the contract for a similar term at the existing billing rates subject to satisfactory performance by mutual written agreement of the parties. The VIHFA reserves the right to modify and/or terminate the contract if the successful Respondent fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

7.0 CONTRACT PRICE AND BILLING

- 1) Provide hourly billing rates to complete the Scope of Services.
- 2) Provide the structure of rates for partners, associates, paralegals, couriers, etc.
- 3) Respondents must be capable of tracking and billing (invoicing) all work hours and materials (if reimbursable) by specific program or funding source as required by the VIHFA. Any Respondent not capable or willing to comply with this requirement will be considered non-responsive. Preferred formatting will be agreed upon during contract negotiations. Respondent shall submit an invoice for payment to the VIHFA on a monthly basis.

4) The contract maximum hours per week may not exceed 40 hours total. The VIHFA shall determine the amount of hours to be worked to comply with budgetary restraints.

7.1 COSTS

Costs as described in the following section shall be underwritten by the VIHFA subject to the approval process described herein in addition to amounts bid on the basis of this specification:

1) All reasonable and necessary expenses paid out or incurred on behalf of the VIHFA in the provision of required services as described such as court costs, witness fees, recording fees, etc., but not including the firm's/attorney's office or overhead expenses.

2) All reasonable and necessary expenses for traveling and subsistence in connection with the performance of the duties of said firm/attorney, outside the area within which the VIHFA is authorized by law to operate. Such compensation shall be limited to the amount allowed in accordance with the terms of the VIHFA's Travel Policy current at the time the expense is incurred.

3) Fees and costs for litigation which, in the agreed opinion of both the VIHFA and the firm/attorney, are extraordinary or lengthy and beyond the scope of Section 2.0 of this RFP. In each case, the firm/attorney shall notify the VIHFA in writing for review and approval or denial. Respondents shall include as part of their proposal a separate hourly rate to cover special or extraordinary litigation which the VIHFA from time to time may request of the firm/attorney. This litigation shall be beyond the scope of Section 2.0 of this RFP.

8.0 TERMINATION

Either party may terminate the parties' contract with or without cause with thirty (30) calendar days written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the successful Respondent's services, in whole or in part, for failure of Respondent to perform its obligations under the parties' contract. In such event, the Respondent shall be liable for damages as authorized by law.

9.0 CONFLICT OF INTEREST

A Respondent submitting a proposal hereby certifies that: no officer, agent or employee of VIHFA has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the VIHFA; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same Request for Proposals ("RFP"); and the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

10.0 RESPONDENT'S EXPENSES

The Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the VIHFA, if any. The VIHFA will not be liable to any Respondent for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

11.0 REQUEST FOR PROPOSAL SCHEDULE

The deadlines associated with this RFP are further outlined:

RFP SCHEDULE	DATE	TIME
RFP Issue date	April 11, 2022	
Pre-proposal Conference	April 20, 2022	2:00 p.m.
Deadline for Questions	April 22, 2022	
Question Responses Deadline	May 2, 2022	
RFP Submittal Deadline	May 11, 2022	4:00 p.m.

The VIHFA reserves the right to change the RFP schedule by issuing an Addendum at any time.

12.0 ISSUING AND PROCURING OFFICE

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

Ms. Nicole Roberts
Procurement/Contract Officer
Virgin Islands Housing Finance Authority
1110 Beltjen Road, Suite 200
St. Thomas, VI 00802

or

Inquiries may be submitted via e-mail to:

nroberts@vihfa.gov

Mark subject line for e-mail: **“RFP 007-2022-DR-STT/STX”**

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

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information can be given. If the VIHFA amends this RFP, the Procurement/Contract

Officer will post such notices on its website, <https://www.cdbgdr.vihfa.gov/procurement>. After the deadline for the submission of questions, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA Procurement/Contract Officer.

The VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for all addenda. It is the responsibility of the potential Respondents to update all contact information, contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the proposal package, and/or check VIHFA’s website for updates.

13.0 PRE-PROPOSAL CONFERENCE

The VIHFA will conduct a virtual Pre-Proposal Conference at **2:00 p.m.** Atlantic Standard Time (“AST”) on **April 20, 2022**. You may join the meeting at <https://us02web.zoom.us/j/89908639483>, Meeting ID 899 0863 9483.

It is highly recommended that prospective Respondent thoroughly review the requirements of the RFP prior to the Pre-Proposal Conference. All prospective Respondents are urged to participate in the virtual pre-proposal conference. Non-attendance on the part of a Respondent shall not relieve the prospective Respondent of any responsibility for adherence to any of the provisions of this RFP package or any addenda thereto.

14.0 DELIVERY OF PROPOSAL PACKAGE

All responses to this RFP are to be submitted no later than **4:00 p.m.** AST on **May 15, 2022**. Proposal Packages must be emailed to:

procurement@vihfa.gov

The email subject line must be clearly marked “**PROPOSAL – RFP 007-2022-DR-STT/STX LEGAL SERVICES**”.

Failure to clearly mark the subject line with this information may cause the VIHFA to inadvertently manage the receipt of the proposal package. The VIHFA will log all received proposal packages with the date and time of receipt. Proposals received after the official deadline will be considered **LATE** and will **not** be considered.

15.0 CONTENTS OF PROPOSAL PACKAGE

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

EMAIL ATTACHMENT #1 - PROPOSAL

PROPOSAL FORMAT:

- A. RFP Cover Letter - Complete Enclosure Document A.**
- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall also include a statement of understanding for the work to be done. It shall state that the firm/attorney will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a

positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The letter shall state that all data presented in the proposal is accurate and complete. Additionally, the firm/attorney must state they understand the discovery of any significant inaccuracy in information submitted by them shall constitute good and sufficient cause for rejection of the proposal. It should also state that the proposal package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm/attorney has not engaged in any unethical practices within the past ten (10) years.

- C. Non-Collusive Affidavit – Complete Enclosure Document B.** The form must be notarized.
- D. Debarment Certification Form – Complete Enclosure Document C.** The form must be notarized.
- E. Contract Document Checklist Form – Complete Enclosure Document D.** For this section, Respondent must provide evidence that the law firm has a USVI business license. The Business License must be relevant to the Scope of Services for this solicitation. Respondent law firm must provide evidence that its attorneys are admitted to practice law in the USVI. Respondent attorney must provide evidence that s/he is admitted to practice in law in the USVI.
- F. Respondent’s Qualification Statement Form – Complete Enclosure Document E.** For the Reference Section of the form, the Respondent shall provide a minimum of three (3) non-VIHFA references for whom the Respondent has performed the most recent, relevant work comparable to the scope requested in this RFP who would be willing to discuss Respondent’s competency and performance. If Respondent currently has more than three (3) non-VIHFA references, Respondent may provide a separate sheet with its client list and contact information. The VIHFA reserves the right to check references prior to award.
- G. Technical Proposal –** Provide a detailed narrative explaining the Respondent’s qualifications to provide the services, focusing on its company’s key strengths and competitive advantages. The proposal shall consist of the following:
- A. An EXECUTIVE SUMMARY which should contain the following:
1. Firm or Attorney’s name, the office’s physical and mailing addresses, telephone, fax number and e-mail address.
 2. Year established and any former name(s) under which the firm or attorney conducted business, if applicable.
 3. List current ownership structure.
 4. An organizational chart or description of the firm’s organization.
 5. The number of employees in your firm.
 6. Area(s) of law/legal practice including but not limited to an explanation of the types of legal services you provide that relate to this RFP.
- B. QUALIFICATION SUMMARY which should contain the following:
1. Copy of Juris Doctorate degree from an accredited law school.

2. Certificate of Good Standing from Supreme Court of the Virgin Islands.
 3. Any other documentation verifying that Respondent is admitted to practice law in the United States Virgin Islands.
 4. Resumés of key personnel that will be engaged in execution of the contracted work.
 - a. Only include resumes of attorneys likely to be assigned to the representation.
 5. The Respondent should describe the qualifications of attorneys to be assigned to the representation. Descriptions should include:
 - a. Professional and education background of each attorney.
 - b. Overall supervision to be exercised.
 - c. Prior experience of the individual attorneys with respect to the required experience listed above. Education, position in firm, years and types of experience, and continuing professional education will be considered.
 6. The summary shall demonstrate that the Respondent possesses the qualification criteria in Section 3.0: Qualifications.
- C. EXPERIENCE SUMMARY which should contain the following:
1. Applicable experience providing legal services for federally funded programs regulated by HUD and/or FEMA.
 2. Applicable experience advising clients conducting similar programs and government-funded services.
 3. Applicable experience defending government agencies in litigation involving federal funds and construction.
 4. Applicable experience advising government agencies.
 5. Other relevant legal experience.
- D. APPROACH SUMMARY which should contain the following:
1. Respondents shall provide a clear narrative describing the unique approach on how the firm/attorney intends to assume responsibility of existing legal matters and how soon the firm/attorney would be in position to provideservices.

EMAIL ATTACHMENT #2 – COST

COST FORMAT:

H. COST - Complete Enclosure Document F. The Respondent's proposed price should include information on the hourly billing rates of partners, associates, paralegals, couriers, etc. who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, and faxes. The VIHFA reserves the right to negotiate with the Respondent on the structure of the billing. **All proposal pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.**

The Respondent may also provide a comprehensive cost write-up on a separate sheet regarding the proposed price to complete the Scope of Services. This will be used to establish a baseline for negotiation with successful Respondent based on the criteria of this

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

16.0 REQUIRED DOCUMENTS

The successful Respondent shall be required to submit the following documents:

A. Formation Documents (LAW FIRMS ONLY) – The successful respondent will be required to provide a copy of their Formation Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**

Corporations (Inc., Corp, Co., Corporation)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Incorporation & By Laws
- Copy of Certificate of Resolution
- Copy of current Certificate of Good Standing

Limited Liability Company (LLC)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Organization
- Copy of Operating Agreement
- Copy of current Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Certificate of Good Standing (if applicable)

Limited Partnerships (L.P, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or Statement of Qualification for LLP and LLLP
- Certificate of Good Standing (if applicable)

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

B. Employer Identification Number (EIN) - The successful Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection. The Respondent may provide a Form W-9.

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

- **General Liability Insurance** – The successful Respondent will be required to obtain, maintain and provide proof that it has in place General Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority
100 Lagoon Complex, Suite 4
St. Croix, U. S. Virgin Islands 00840

- **Professional Liability Insurance** – The successful Respondent will be required to obtain, maintain and provide proof that it has in place Professional Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority
100 Lagoon Complex, Suite 4
St. Croix, U. S. Virgin Islands 00840

- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage within ten (10) business days of receiving a notice of selection.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

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

17.0 SELECTION PROCESS

The VIHFA’s Evaluation Committee Panel is responsible for evaluating all Respondents’ submittals. The Evaluation Committee Panel will consider the following criteria:

Documentation: Shall be evaluated based on Respondent's adherence to the requirements of this Request for Proposal relative to the proposal package content and format and whether all documentation has been provided and completed in its entirety.

10 Points

Professional Qualifications: Shall be evaluated based on the credentials of the Respondent's resources such as the key personnel and management team assigned to perform the services.

25 Points

Specialized Experience: Shall be evaluated based on the Respondent's relevant experience in providing legal services to federally funded programs regulated by HUD and FEMA.

30 Points

Technical Approach Shall be evaluated based on the Respondent's proposed plan.

15 Points

Cost: Shall be evaluated based on the reasonableness of Respondent's price.

20 Points

Respondents may be invited to make an oral presentation of their proposal before the Evaluation Committee Panel. The time and location of the presentations will be communicated to the Respondent via written correspondence from the VIHFA. The oral presentation/demonstration will provide an opportunity for the Respondent to clarify or elaborate on the proposal, supply additional information, and respond to questions posed by the Evaluation Committee Panel but shall in no way materially change the Respondent's original submission.

After the Proposals have been evaluated, the Respondent with the highest evaluation score will be selected.

18.0 CONTRACT NEGOTIATIONS

The VIHFA shall negotiate with the most qualified Respondent, as determined by an Evaluation Committee Panel of the responses and, if applicable, conduct interviews. If VIHFA is unable to reach an agreement with any of the highest ranked firm(s) or Attorney (s), it may negotiate with the next highest ranked firm(s) or Attorney (s), proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, VIHFA reserves the right to cancel the solicitation.

19.0 RIGHT TO REJECT PROPOSAL PACKAGES

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

Enclosures

- | | |
|--------------------------------|--|
| 1. Enclosure Document A | RFP Cover Letter |
| 2. Enclosure Document B | Non-Collusive Affidavit |
| 3. Enclosure Document C | Debarment Certification Form |
| 4. Enclosure Document D | Corporate Document Checklist Form |
| 5. Enclosure Document E | Respondent's Qualification Statement Form |
| 6. Enclosure Document F | Proposal Cost Sheet |

Attachments

1. **Attachment A – HUD General Provision (“HUD RIDER”)**

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RFP COVER LETTER

RESPONDENT:

Name: _____
Address: _____
Tax Identification #: _____
DUNS #: _____

RESPONDENT'S PRIMARY CONTACT PERSON:

Name: _____
Title: _____
Telephone: _____
Email Address: _____

SCHEDULE OF ADDENDA:

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

Addendum Number _____	Issue Date _____
Addendum Number _____	Issue Date _____
Addendum Number _____	Issue Date _____
Addendum Number _____	Issue Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE:

Name: _____
Title: _____
Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

Signature of Respondent (Authorized Representative)

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2022.

Notary Public
My commission expires: _____

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIHFA may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

Printed Name

Signature

Date

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2022.

Notary Public

My commission expires: _____

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
CORPORATE DOCUMENT CHECKLIST

Name of Respondent: _____

Contact Person: _____

Telephone Number: Office _____ Mobile _____

Email Address: _____

1. ___ Respondent Formation Documents (LAW FIRMS ONLY)

___ **Corporation** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Articles of Incorporation & By Laws
 ___ Copy of Certificate of Resolution
 ___ Certificate of Good Standing

___ **LLC** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Articles of Organization
 ___ Copy of Operating Agreement
 ___ Certificate of Good Standing

___ **General Partnership** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Partnership Agreement (if applicable)
 ___ Certificate of Good Standing

___ **L.P, LLP, LLLP** ___ Copy of Trade Name Certificate (if applicable)
 ___ Certificate of Limited Partnership or Statement of Qualification
(for LLP and LLLP) ___ Current Certificate of Good Standing

___ **Sole Proprietorship** ___ Copy of Trade Name Certificate (if applicable)

2. ___ Current USVI business license (LAW FIRMS ONLY) Expiration date: ___/___/20___
 Type of business license: _____

3. ___ Employer Identification Number (EIN): _____

4. ___ Insurance ___ *Certificate of General Liability & Endorsement* Expiration date: ___/___/20___
 ___ *Proof of Automobile Insurance* Expiration date: ___/___/20___
 ___ *Certificate Professional Liability & Endorsement* Expiration date: ___/___/20___

5. ___ Workers Compensation Insurance Expiration date: ___/___/20___

6. ___ Certificate of Good Standing (Supreme Court) Expiration date: ___/___/20___

7. ___ Copy of Juris Doctorate Degree

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership
Business Location (office): _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____

Is the firm currently licensed to do business in the USVI? Yes No
Type of License(s): _____
Number of Years licensed to conduct business in the USVI _____
Will subcontractors be used to perform any portion of the work? Yes No If yes, please list the name(s) of the proposed subcontractor(s): _____

Have you ever failed to complete a project, been fired or sued by one of your clients, and/or found in default of contract terms? Yes No If yes, please explain on another sheet the circumstances, what means were used to resolve the issue, and the outcome.

Are there or have there been, any Claims, Arbitration, Judgments or Liens against you? Yes No
If yes, explain on another sheet, the circumstances and outcome.

List three non-VIHFA references that can be contacted for their input concerning your abilities:

- | | |
|----------------------|----------------------|
| 1) Client Name _____ | Contact Number _____ |
| 2) Client Name _____ | Contact Number _____ |
| 3) Client Name _____ | Contact Number _____ |

Respondent shall certify that the above information is true and shall grant permission to the VIHFA to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: _____

Signature: _____

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
PROPOSAL COST SHEET

The undersigned respondent proposes to furnish all labor and incur any other costs as may be required to perform the scopes of services, subject to all the conditions as set forth in the RFP.

ITEM	KEY PERSONNEL	HOURLY RATE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ITEM	REIMBURSABLE ITEMS	COST
1.		
2.		
3.		
4.		
5.		
6.		
7.		

PLEASE TYPE OR PRINT THEN SIGN WHERE INDICATED BELOW

NAME: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this scope of services.

HUD GENERAL PROVISIONS (“HUD RIDER”)

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,

- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing *an equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

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

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

17. ASSIGNABILITY

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

18. INDEMNIFICATION

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

21. DAVIS-BACON ACT

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

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

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

22. TERMINATION FOR CAUSE

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

23. TERMINATION FOR CONVENIENCE

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

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 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, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

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

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

- A.** The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B.** The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D.** The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F.** The Contractor/Subcontractor will furnish all information and reports required by Executive

Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended,

33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

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

28. **LOBBYING**

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

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

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

29. BONDING REQUIREMENTS

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

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

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

- B.** The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 75 , which implementsection 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C.** The Subrecipient/Contractor agrees to identify all those individuals that will be working on the construction jobs by name, address, job title and wage rate. They also agree to certify those individuals who are Section 3 workers or Targeted Section 3 workers per the definition in 24 CFR Part 75
- D.** The Subrecipient/Contractor agrees to send to each labor organization or representative of workers with which the *General Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the General Contractor’s commitments under thissection 3 clause, and will post copies of the notice in conspicuous places at the work site where both employeesand applicants for training and employment positions can see the notice. The notice shall describe the section3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E.** The Subrecipient / Contractor agrees to include this section 3 clause in every contract, subcontract and procurement documents subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The General Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75. .
- F.** Noncompliance with HUD’s regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

31. FAIR HOUSING ACT

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

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

33. PROCUREMENT

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

34. CHANGE ORDERS TO CONTRACTS

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

35. ENVIRONMENTAL REVIEW

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

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

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

36. LEAD BASED PAINT

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

37. ENVIRONMENTAL REVIEW RECORD

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

38. FLOOD INSURANCE REQUIREMENTS

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

39. DUPLICATION OF BENEFITS

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

40. ANTI-FRAUD, WASTE AND ABUSE CHECKS

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

41. AFFIRMATIVELY FURTHERING FAIR HOUSING

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

42. DRUG FREE WORKPLACE

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

43. TIMELY DISTRIBUTION OF FUNDS

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

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

44. PROPERTY MANAGEMENT AND DISTRIBUTION

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property

for the changed use if the recipient's CDBG program is reimbursed in the amount of the current 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.

49. COMPLAINTS AND APPEALS

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

50. MONITORING

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

51. PROCUREMENT OF RECOVERED MATERIALS

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



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