

PROFESSIONAL SERVICES CONTRACT

This **CONTRACT** (hereinafter referred to as the "Contract") is made this 11th day of April, 2019, in the Territory of the United States Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the Territory of the United States Virgin Islands, whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802-6447 (hereinafter referred to as "**VIHFA**") and **HORNE LLP**, a foreign limited liability partnership registered to do business in the U.S. Virgin Islands, whose address is 1020 Highland Colony Parkway, Suite 400, Ridgeland, MS 39157 (hereinafter referred to as the "**Contractor**"). Contractor and the VIHFA may sometimes hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, on September 6, 2017 and on September 19, 2017 Hurricane(s) Irma and Maria (2017 disasters) had a devastating impact on the United States Virgin Islands and caused significant destruction to housing, infrastructure, and the economy; and

WHEREAS, as a result of the 2017 disasters, the VIHFA has also been designated as the lead agency for administering the Community Development Block Grant Disaster Recovery ("CDBG-DR"), which is authorized under the Additional Supplemental Appropriations for Disaster Relief Requirements Act of No. 2017, Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) awarded \$1,863,742,000.00 of CDBG-DR funds to the U.S. Virgin Islands in two separate tranches. On, February 2, 2018, the first \$242,684,000 was announced for Tranche 1 and on April 10, 2018, an additional \$1,621,058,000 for Tranche 2; and

WHEREAS, under Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123, HUD the awarded CDBG-DR funds must be used for the purpose of assisting in addressing unmet needs from the 2017 disasters; and

WHEREAS, on January 24, 2019 the VIHFA issued a Request for Proposals, RFP 001-2019-DR-STT/STX to solicit proposals from qualified and licensed firms ("Respondents") to provide CDBG-DR Housing Case Management and Related Services ("DR Housing Case Management Services") for a portfolio of housing programs including but not limited to the Homeowner Rehabilitation and Reconstruction Program and the Rental Rehabilitation and Reconstruction Program; and

WHEREAS, the VIHFA desires to enter into an agreement with the Contractor to secure its Housing Case Management Services and Case Management Systems, and accepts the Contractor's proposal;

WHEREAS, the Contractor by its acceptance of the terms and conditions of this Contract is willing and capable to provide the services contemplated under this Contract; 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. SCOPE OF WORK:

The Contractor shall perform, or cause to be performed, housing case management services and case management system in a timely and satisfactory manner the services described in Appendix "A" captioned "Scope of Work", which is attached hereto and made a part hereof by reference.

- 2. TERM:** This Contract shall begin on or about 11th day of April, 2019 or the date on which the last Party has signed the Contract, whichever is later, and shall end on or about 10th day of April, 2021. The VIHFA may elect to exercise the option for an additional two (2) year term, subject to Contractor's satisfactory performance. VIHFA will exercise this option by providing Contractor written notice no less than ninety (90) days prior to the expiration of the first contract term.

3. COMPENSATION:

- (a) VIHFA, in consideration of satisfactory performance of the services described above, shall pay the Contractor as compensation for the services rendered under this contract an amount not to exceed Six Million Two Hundred Fourteen Thousand Eight Hundred Thirty-Five Dollars and 00/100 (\$6,214,835.00). Contractor shall submit invoices for work performed that conformed to the Project Budget as outlined in Appendix C. Contractor's invoices shall cover a period not less than one (1) calendar month.
- (b) VIHFA's performance and obligation to pay under this Contract is contingent upon the availability of applicable disaster recovery funds. VIHFA shall be the final authority as to the availability of funds for this Contract and as to what constitutes "applicable funding" to complete this Contract. If any such funds are not made available for the Contract purpose, such event will not constitute a default on VIHFA. VIHFA will notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under this Contract to be paid is not eligible for reimbursement from any other funding source.
- (c) It is expressly understood and agreed that in no event shall the amounts to be paid by the VIHFA to the Contractor under this Contract exceed the rates and conditions made a part of this Contract unless expressly agreed to in writing.
- (d) Contractor's invoices shall also list non-labor costs such as those incurred for travel and lodging, not to exceed the amounts listed (per line item) in the Project Budget over the term of the contract, as described in Appendix C. VIHFA agrees to reimburse Contractor for travel, and lodging costs for which supporting documentation is provided, in reasonable amounts incurred in connection with performance of services under the Contract, as

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described in Appendix A of this Contract. Per diem shall be no higher than the current federal rate.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:

The Contractor represents, warrants, and covenants as follows:

- (a) Contractor is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.
- (b) Contractor will, during the term of this Contract, remain engaged in the business of professional consulting services and remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license.
- (c) Contractor will not cease doing business, dissolve or otherwise dispose of all or substantially all of Contractor's assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into Contractor.
- (d) Contractor has the power to execute, deliver and perform, and enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement.
- (e) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions, or provisions of any legal restrictions or any agreement or instrument to which the Contractor is now a party or by which Contractor is bound or constitute a default under any of the foregoing.
- (f) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Agreement and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.
- (g) That Contractor has obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

5. CONTRACTOR RESPONSIBILITY:

Contractor shall supervise and direct the work of its employees and subcontractors. Contractor agrees to maintain the professional standards applicable to its profession. Contractor shall give

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preference in hiring to resident employment applicants who are qualified and have been residents of the U.S. Virgin Islands for two (2) or more years. Contractor commits that 60% of its staff will be residents of the U.S. Virgin Islands. All job vacancies shall be advertised and posted for a period of at least 72 hours with the Employment Service Division within the Virgin Islands Department of Labor.

Contractor shall be responsible for its performance and that of its Subcontractors and Vendors.

Unless otherwise specified in this Contract, the Contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work within its scope.

Contractor is responsible for initiating, maintaining and supervising all necessary or required safety programs. Contractor shall attend meetings and work sessions as called for by VIHFA or the Program Manager. The Contractor will put forth members who are authorized decision makers for the subject or discipline pertaining to the meeting. Contractor will have continued management level representation at the CDBG-DR Housing Program Management Office during operating hours.

- i. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
- ii. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract.
- iii. Contractor shall perform all tasks contained in Appendix A, Scope of Work.
- iv. Receipt by Contractor of VIHFA's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and VIHFA shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
- v. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.

6. APPROVAL OF KEY PERSONNEL:

VIHFA and the Program Manager reserve the right of final approval of all Contractor's key project management personnel prior to assignment to the project. The Contractor shall provide the following key personnel, as identified in its proposal, for the term of this contract:

Project Director:

Trey Breckenridge

Contractor's Initials: 

VIHFA Initials: 

Applicant Experience and Deputy Project Manager:	TBD (Locally Hired Team Member)
Verification of Benefits:	Ted Watson
Compliance of Assurance:	Shelley Mounkes
Systems and Technology:	Sam Dyse

During the execution of the project, VIHFA and the Program Manager reserves the right to demand removal of Contractor's key personnel for lack of performance or for any inappropriate or offensive behavior, as defined and determined by VIHFA.

7. SUBSTITUTION OF KEY PERSONNEL:

Contractor's key personnel assigned to this Contract, listed in the response to the RFP, may not be replaced without the written consent of the VIHFA. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any employee of Contractor becomes unavailable due to the resignation, illness, or other factors outside of Contractor's control, Contractor shall be responsible for providing an adequately qualified replacement. Contractor shall provide the resume and qualifications of any proposed substitution for key personnel.

The Contractor shall present to VIHFA and the Program Manager all subcontractors intended to be used on the project. Additionally, the Contractor shall provide its written agreement with subcontractor's identified in its proposer. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to VIHFA. No subcontractors will be allowed to join the project without the expressed written approval by VIHFA and the Program Manager.

- a. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If VIHFA permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by VIHFA. Such review of the written subcontract document by VIHFA will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. Contractor further agrees that VIHFA shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend VIHFA against such claims.
- b. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a

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copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of VIHFA and shall have all current licenses and permits required for all of the particular work for which they were hired by the Contractor. VIHFA may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. VIHFA may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with VIHFA's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract.

8. PAYMENT PROCESS:

- a. Invoices shall be submitted on a monthly basis. Invoices shall be organized so that services associated with each performance metric, as defined in *Appendix C*, are clearly identified in separate detailed listings of charges.
- b. Compensation shall be invoiced on a unit price basis. Services will be invoiced in accordance with the schedule and shall not exceed the maximum amount set forth in *Appendix C*. Full or partial payment will be made upon satisfactory completion of each invoice as accepted by the Project Manager. VIHFA will notify Contractor of any disputed charges within fifteen (15) days.
- c. Payment of invoices must be approved by the Housing Senior Manager of the CDBG-DR program or its designee. Payments shall be made within thirty (30) days after receipt of an approved invoice.
- d. Indemnification: Should the Contractor, after receipt of payment of invoices from the VIHFA fail to pay in a timely manner all persons who have fulfilled their obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example Contractor's employees, subcontractors and furnishers of materials, machinery, equipment and fixtures, then Contractor agrees to indemnify VIHFA for said payment(s). Timely payments from Contractor to its Subcontractors and Vendors shall mean within three (3) business days of receiving payment from VIHFA.

10. AMENDMENTS:

- (a) The VIHFA may at any time with written notice to the Contractor, request changes within the scope of services of this Contract. Such changes may include modifications, additions or expansion of the contracted services. VIHFA may also amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons.

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- (b) The Contractor may submit to the VIHFA a request for a change in the scope of work under this Contract. The Contractor will prepare a detailed written description of the change request and a proposed price of making such change. If the Authority does not agree with the need for the change or with its price, the Authority can decline its acceptance with no cost obligation incurred. If the Authority agrees to the change, the Authority will negotiate with the Contractor and agree to a firm fixed price for the change. The Contractor will not be authorized to proceed until a properly executed amendment is in place.
 - (c) Amendments to this Contract must be in writing and must be signed by a duly authorized representative of the parties to this Contract. Such amendments shall not invalidate this Contract, nor relieve or release the parties from their obligations under this Contract.
 - (d) Notwithstanding the preceding, the Project Managers specified in Paragraph 6 and VIHFA may approve extensions to Deliverable Due Dates within the confines of the Performance Period.
11. **PROFESSIONAL STANDARDS:** The Contractor will complete all work in accordance with standard practices in the professional consulting industry and the work shall conform with any and all law and regulations which apply to the work being performed, whether or not explicitly covered in the Contract. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.
12. **ASSIGNMENT:** The Contractor shall not sub-contract or assign any part of the services under this contract without the prior written approval of VIHFA.
13. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such actions will include, but shall 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.
14. **RETENTION OF RECORDS:** All records shall be retained for a minimum of three (3) years from the termination or expiration of this Contract, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of a request by the VIHFA.
15. **NON-DISCLOSURE:** Except for disclosure to the Authority or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Contractor under this Contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any third party without the prior written approval of the Authority unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.
16. **TERMINATION:**

Contractor's Initials: 

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A. Termination/Suspension for Cause

Notwithstanding any other provision of this Contract, the Authority may, after giving reasonable written notice specifying the effective date, may suspend or terminate this contract in whole or in part if Contractor materially fails to comply with any material term of this contract, which shall include, but not be limited, to the following:

- a. The violation of any of the material terms or conditions of this Contract.
- b. The making of any material misrepresentation by the Contractor in the furnishing of any information to the VIHFA.
- c. Repeated failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may be applicable at any time;
- d. Failure, due to Contractor's negligence or willful misconduct, of Contractor to fulfill in a timely and proper manner the obligations under this Contract;
- e. Continual submission by Contractor of reports to the GVI, VIHFA or HUD, or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
- f. Improper use of funds as provided for under this Contract. If, through any cause, Contractor shall otherwise fail to fulfill its obligations under this Contract in a timely and proper manner, or if Contractor shall violate any of the covenants or stipulations of this Contract, the VIHFA shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Contractor shall be paid for all authorized Services properly performed prior to termination.

If the VIHFA does not issue a payment of an invoice, through no fault of the Contractor, within fifteen (15) days after the date established in the Contract, then the Contractor may, upon three additional days' notice to VIHFA, stop the Work until payment of the amount owing has been received.

B. Termination for Convenience

VIHFA may terminate this Contract at any time by giving at least sixty (60) days prior written notice to the other Party. Contractor shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Contract plus reasonable termination and demobilization costs incurred.

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C. Termination Due to Unavailable Funding

The continuation of this Contract is contingent upon the appropriation and release of disaster recovery funds to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to the VIHFA for fulfillment of the Contract terms shall constitute reason for termination for convenience of the Contract by either Party. Contractor shall be paid for all authorized Services properly performed prior to Termination plus reasonable termination and demobilization costs incurred.

17. **PROCEDURE FOR TERMINATION:** The VIHFA may terminate this Contract by notifying the Contractor in writing at least sixty (60) days before the date upon which termination shall be effective. Upon termination and the effective date thereof, the Contractor shall utilize the time that reasonably may be required for the purpose of closing work hereunder. All charges incurred shall be paid by the Authority upon submission of a final invoice by the Contractor.
18. **FORCE MAJEURE:** The Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the VIHFA immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. Contractor may be entitled to an equitable adjustment in schedules and unit prices in the foregoing circumstances.
19. **INSURANCE:** The Contractor represents and warrants that Contractor carries professional liability insurance in the amount usual and customary for professional consulting businesses of similar size, subject to normal deductibles, and covenants that Contractor will maintain such coverage as provided in RFP 001-2019-DR-STT/STX during the term of this Contract. Contractor shall also secure Liability insurance covering acts, errors or omissions arising out of, or failure to render, professional services related to the Services under this Agreement. The Contractor's professional liability insurance policy shall name the VIHFA as an "Additional Insured". Evidence of public liability insurance shall be delivered to VIHFA within Ten (10) working days after the award.

Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the VIHFA may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Contractor shall include all Subcontractors as insureds under its policies and shall be responsible for verifying and maintaining the certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements contained herein. VIHFA reserves the right to request copies of Subcontractor's certificates at any time.

20. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless VIHFA, its property, consultants, employees, and the funding agency harmless from and

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- against all claims, damages, losses, and expenses, direct, indirect or consequential, arising out of or resulting from the Contractor's Work, or otherwise caused in whole or in part by any negligent act or omission of the Contractor, its subcontractor(s), any person or organization directly or indirectly employed by them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of the negligence of such party.
21. **FALSE CLAIMS:** The Contractor warrants that she shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.
22. **CONFLICT OF INTEREST:** The Contractor covenants that she 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 perform under this Contract.
23. **WARRANTY OF NON-SOLICITATION:** The Contractor expressly warrants that it has not employed any person to solicit or obtain this contract on its behalf, or cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it 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 it hereunder; and that it has not, in estimating the contract price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give VIHFA the right to terminate this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.
24. **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. The Contractor shall be responsible for the supervision of Contractor's employees, subcontractors, and authorized representatives, if any. All workers must be competent and skilled in their work.
25. **LIABILITY OF OTHERS:** Nothing in this Contract shall be contained to impose any liability upon VIHFA, or to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or to make VIHFA liable to any such persons, firms, associations or corporation for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the Contractor, its servants, agents or independent contractors.

Contractor's Initials: 

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26. **NOTICE:** Any notices required or permits to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

VIHFA: Daryl Griffith, Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447
Email: dgriffith@vihfa.gov

With Copy To: Attn: Antoinette Fleming, Director
VIHFA CDBG-DR Division
3202 Demarara Plaza, Suite 200,
St. Thomas, U.S. Virgin Islands 00802-6447
E-mail: anfleming@vihfa.gov

Contractor: Jonathan M. Krebs, Partner
HORNE LLP
1020 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157
jonathan.krebs@hornellp.com

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

27. **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 amended¹, requires 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

¹ (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.

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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.

28. **VIHFA FURNISHED RESOURCES:** The VIHFA will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the VIHFA shall remain the property of the VIHFA and shall be returned by Contractor to the VIHFA, upon request, at termination, expiration or suspension of this Contract.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the VIHFA, and shall, upon request, be returned by Contractor to the VIHFA at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the VIHFA shall be billed on a time basis, subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

29. **FUND USE:** Contractor agrees not to use proceeds from this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Government of the U.S. Virgin Islands.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award

30. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the VIHFA’s operation, or gathered pursuant to the Scope of Work to be performed, which are designated confidential by the VIHFA or in the regular course of business, and made available to Contractor in order to carry out the Contract, or which become available to Contractor in carrying out the Contract, shall be protected by

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Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the VIHFA. The identification of all such confidential data and information as well as the VIHFA's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the VIHFA in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the VIHFA to be adequate for the protection of VIHFA's or applicant's confidential information, such methods and procedures may be used, with the written consent of the VIHFA, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, and data prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the VIHFA or applicant to the CDBG-DR Housing Program. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

- i. Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
- ii. Except as necessary to fulfill the terms of this Contract and with the permission of VIHFA, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Territory or VIHFA.
- iii. No member, officer, or employee of Contractor, or agents, Subcontractor, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and Federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
- iv. Contractor shall notify VIHFA in writing of any disclosure of unsecured confidential information of VIHFA by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to VIHFA any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident"

Contractor's Initials:



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means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of VIHFA's or applicant's information in Contractor's possession or electronic interference with VIHFA operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to VIHFA not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by VIHFA's Information Security Manager.

31. **COPYRIGHT:** No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the VIHFA and all such rights shall belong to the VIHFA.
32. **WORKER'S COMPENSATION:** Contractor shall maintain Workers Compensation insurance as required by law.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the United States Virgin Islands and venue for any action between the VIHFA and Contractor which relates to this Contract shall be in the United States Virgin Islands.
34. **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.
35. **ENTIRE AGREEMENT:** This Contract and any attachments thereto constitute the entire agreement between the parties hereto and all prior understandings or communications, written or oral, with respect to the project that is the subject of this Contract are merged herein. In the event of a conflict or inconsistency between any of the Contract Documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:
 1. This Contract and all amendments; then
 2. Exhibits and Attachments hereto; then
 3. The RFP and any Addenda hereto; and then
 4. Terms of Contractor's proposal.

Contractor's Initials: 

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36. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, caused these presents to be executed as of the day and date first above written.

WITNESSES:

Lloyd Lambeth
Signature

Lloyd Lambeth
Print Name (1)

Taylor Willis
Signature (2)

Taylor Willis
Print Name (2)

CONTRACTOR:
HORNE LLP

Jonathan M. Krebs
JONATHAN M. KREBS

ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF Forrest) ss:
)


On this 4th day of April, 2019, before me, the undersigned officer, personally appeared JONATHAN M. KREBS, who acknowledged himself to be Jonathan M. Krebs, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of HORNE LLP

Amberly B. Barhum

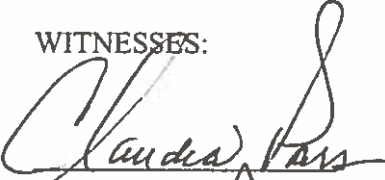



Contractor's Initials: JMK

VIHFA Initials: RS

Reviewed for Legal Sufficiency:

 Flavia E. Logie, Esq.
 Dated: 11th day of April, 2019

WITNESSES:


 Signature
 Claudia Parson
 Print Name


 Signature
 JASHEDA N. PEVENS
 Print Name

VIRGIN ISLANDS HOUSING
 FINANCE AUTHORITY:


 Daryl Griffith
 Executive Director

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
) ss:
 DISTRICT OF ST. CROIX)

On this 11th day of April, 2019, before me, the undersigned officer, personally appeared DARYL GRIFFITH, who acknowledged himself to be the Executive Director of the Virgin Islands Housing Finance Authority, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority as Executive Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)


 Notary Public
 Commission Expires:

Contractor's Initials: 

AFISHA M. HILLOCKS
 Notary Public
 My Commission Expires:
 At the Pleasure of the
 Lieutenant Governor
 Notary Commission: GNP-01-12
 St. Croix, U.S. Virgin Islands

VIHFA Initials: 

EXHIBITS AND ATTACHMENTS

- Appendix A. Scope of Work
- Appendix B. Initial Performance Metrics
- Appendix C. Project Budget
- Appendix D. HUD Provisions
- Exhibit 1. Horne LLP Virgin Islands Business License
- Exhibit 2. Insurance Certificates
- Exhibit 3. Debarment and Suspension Certification

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VIHFA Initials:



APPENDIX A: SCOPE OF WORK

I. Overview

Tasks to be accomplished under this contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements. This Scope of Services, Appendix A, and Performance Metrics, Appendix B, address tasks that VIHFA requires to support the implementation and administration of the Housing Programs. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. The scope of services presented is based upon circumstances existing currently.

Contractor will maintain close coordination and cooperation with VIHFA's staff and service providers, namely, but not limited to, Environmental Review, Construction Management, Contractors, Quality Assurance/Quality Control (QA/QC) with anticipated communication on a daily basis.

The Housing Rehabilitation and Reconstruction offers homeowners the choice of two (2) solutions:

SOLUTION 1. Reconstruction Solution will serve homeowners whose homes were destroyed or substantially damaged and the cost to rehabilitate is greater than fifty percent (50%) of the cost to reconstruct with substantial foundation damage (>50%) or substantial roof damage (>50% but not repaired by STEP).

SOLUTION 2. The Rehabilitation Solution, will be available for homes that received major or severe damage and the cost to repair is equal to or less than 50% of the cost to reconstruct. The Rehabilitation Solution will provide homeowners with two options for managing the construction process for the repair of their home:

- Program Managed Rehabilitation Option, with the Program managing the construction process end to the end and assigning a builder from the pool; or
- Homeowner-Selected Contractor Option, with the homeowner managing the construction process from end to end

The Contractor must ensure all staff and subcontractors know and enforce housing policies required by VIHFA Housing Reconstruction and Rehabilitation program and HUD. Contractor must also both ensure and document compliance with the same.

Contractor will explain to the homeowner what damages are eligible for which program and shall obtain all necessary documentation to determine the homeowner's eligibility. Contractor will explain the homeowner's options regarding the available solutions, so that the homeowner may make an informed decision as to which solution to pursue.

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II. Tasks and Services

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the contract. The Contractor will be responsible for entering information related to the required tasks in its Case Management system on a daily basis. The Contractor will be required to coordinate/schedule with other Housing Service providers/contractors of programs being administered by VIHFA as required (i.e. Environmental Review, Construction Management, QA/QC, contractors, etc.)

The Contractor shall perform, or cause to be performed, housing case management services and system for the VIHFA under the CDBG-DR Program. The Contractor's responsibility will include, but not be limited to, the following (the "Work"):

A. Start Up Operations

- (a) Secure building leases and equipment for in-take operations. There will be approximately three (3) initial Housing assistance/intake centers – approximately one on each island; operating on either a full or part time basis, as determine on an as needed basis, in consultation with VIHFA.
- (b) Advertise and recruit locally for staff. VIHFA expects Contractor to have a goal of hiring locally 60% of its call center/case management staff.
- (c) Arrange for criminal background checks for all staff.
- (d) All employees must wear visible credentials at all times. The Contractor shall provide all staff with identification, including standard color shirt and photo identification. VIHFA-approved branding is required to be clearly visible on both the shirt and photo identification badges, which shall be designed to discourage and reduce chances of counterfeiting.
- (e) Contractor must create uniform and consistent materials and training procedures for all staff.
- (f) Ensure that all field staff are successfully trained prior to client contact or are working under close supervision by supervisors and the project manager.
- (g) Create methodologies for scheduling in-take appointments, assigning case workers to property owners and establishing waiting lists, including having adequate plans to deal with appointments that run late and end early, re-scheduling appointments, and handling unscheduled walk-ins.
- (h) Ensure staff uses program software to register and track client activity.
- (i) Conduct initial training, and then frequent disaster case management training to staff who are providing or administering disaster case management services.
- (j) Development of Program electronic portal and maintain paper tracking and electronic filing system for applications and related materials.
- (k) Develop a methodology and timelines for importing existing paper file documentation into Case Management System.

B. Reports and Record Documentation

- (a) Provide daily and/or weekly progress reports, and other reports as requested.

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- (b) Provide written notification to VIHFA immediately of any unusual incidents.
- (c) Receive and document requests for appeals.
- (d) Receive and document construction grievances and notify relevant VIHFA personnel.
- (e) Establish an escalation and resolution protocol for any homeowner issue resulting from the application/intake process and overall engagement and keep VIHFA informed as to the progress of all complaints.
- (f) Serve as VIHFA's partner for aggregate client monitoring and fiscal/agency reports, submit monthly standardized client statistical reports to VIHFA, and report expenditure information on a monthly basis to VIHFA.
- (g) Provide additional reports that reflect the major activities for the reporting period as requested and specified by VIHFA.
- (h) Create procedures necessary to ensure privacy and confidentiality of all employee and client personally identifiable information (PII).
- (i) Provide a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- (j) Develop training materials to educate property owners on how to avoid fraud and report any observance of fraudulent or illegal behavior by contractors, applicants or other parties.
- (k) Report to VIHFA any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.

C. Public Relations and Outreach

- (a) Coordinate outreach efforts, including call-out and letter campaigns, in accordance with an outreach plan to be developed by the successful Respondent and approved by VIHFA.
- (b) Ability to accommodate Special Needs Applicants which may include but is not limited to eligible elderly persons and persons with special needs through the use of American sign language, oral presentations of documents, or home visits by the Case Managers if the applicant is unable to come to the Intake Center.
- (c) Provide advice regarding property ownership, insurance, and other regulatory matters which may arise in the course of providing case management services.
- (d) Assist VIHFA, as requested, to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts. VIHFA encourages participation with local non-profit organizations in this Program.
- (e) Develop and deploy a program website.
- (f) Create and provide website content maintenance, portal maintenance, and assist VIHFA with written correspondence as required.
- (g) Make senior managers of Contractor available for media interviews, meetings with federal and local officials, and other necessary internal and external meetings, as requested by VIHFA.

D. Intake / Eligibility Requirements

- a) Scale staff to efficiently run the program.

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- b) Educate and guide potential applicants and applicants through Housing program requirements as outlined in the VIHFA's CDBG-DR Housing Policy for the (i) Homeowner Rehabilitation and Reconstruction Program; and the (ii) Rental Rehabilitation and Reconstruction Program;
- c) Prepare outreach and marketing plan;
- d) Prepare and provide intake process for applications for VIHFA consideration and approval;
- e) Perform initial application screening and processing, including completeness review and threshold eligibility review; determine if applicant fits any of the program priorities;
- f) Collect required documentation including but not limited to income documentation, proof of ownership, including tax match with verification of homestead exemption or title search pre-disaster housing conditions and values, status of the applicant's property taxes, mortgage and insurance, etc.;
- g) Issue correspondence requesting missing documentation from applicant;
- h) Maintain records and communications in a manner that detects or prevents Fraud, Waste and Abuse;
- i) Document communications with property owners regarding the status of their application and subsequent related processes, requests for additional information and/or challenges that may arise in conjunction with the application and acquisition process;
- j) Follow due diligence process to provide an opportunity for applicants to supply missing application information and supporting documentation;
- k) Evaluate documentation submitted to determine property owner eligibility for CDBG-DR funds based on all Program and federal requirements;
- l) Review receipts provided for previous work and calculate the preliminary amount of funding the property owner is eligible to receive;
- m) Advise applicants who are ineligible of their status and inform them of the process for appeal and next process;
- n) Complete Duplication of Benefits review; where owner investment, insurance, FEMA or other funds are available, prepare a source, use analysis and insure proper layering of funds;
- o) Collect receipts for previously completed work to determine any reduction to DOB for materials and appropriate labor charges;
- p) Verify, and document, environmental Tier II review and Historic Preservation documentation has been completed and approved by VIHFA;
- q) Coordination with VIHFA to schedule the efforts of other Contractors / vendors in providing the necessary services as identified in the (i) Homeowner Rehabilitation and Reconstruction Program Policy; and the (ii) Rental Rehabilitation and Reconstruction Program Policy;
- r) Assist applicants with the appeals process including completing the required forms and document the information to the applicant's file;
- s) Document and file all other necessary documentation including, but not limited to grant agreement, construction agreement and covenant of federal requirements associated with the property;
- t) Close-out applicant's file upon completion of construction;
- u) Contractor will mobilize and perform services St Croix, St John and St Thomas;
- v) Investigate submitted documentation to conform applicant / co-applicant as the owner of record of the property as of the time of the disasters;
- w) Conduct mobile / in-home intake services as required

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x) Assist homeowners with the necessary tile

E. Grant Recapture

(a) Assist VIHFA, as needed, with any grant recapture process for applicants that may be required to return funds under the program.

F. Closeout

(a) Close out files for all applications and closed transactions, including electronic files related to all stages of processing applications from the Program

(b) Provide final program activity

(c) Provide all other documentation and certifications required by the contract and terms of the federal funding and VIHFA

III. Case Management System

The case management system will, at a minimum, provide the following:

- (h) Deployment of an electronic / online Case Management System that is accessible for applicants to find and fill out a grant application for consideration by the CDBG-DR program and to assign each application a unique file number.
- (i) The applications must be accessible from various client devices (desktop and mobile devices) via a web browser and/ or mobile application.
- (j) The system should provide safe and secure access, while providing the latest technological security measures to end users accessing the application remotely or locally.
- (k) Provider must manage and control the underlying technical infrastructure, including network, servers, operating systems, storage, and, as applicable, individual application capabilities, except for limited user-specific application configuration settings and as otherwise provided in the RFP.
- (l) The Case Management System should allow for applicants and grantees to execute documents online, and to have copies of executed documents uploaded into the system.
- (m) Develop and implement an application portal that includes all terms and fields that would be required of an application and grant agreement, respectively.
- (n) The Case Management System should have the ability to integrate with VIHFA Disaster Recovery website and VIHFA Financial Management Software and Grant Management System.
- (o) Ensure that the case management system requires applicants and grantees to have the appropriate web browsers for access to the system and that all data submitted is secure and encrypted. ix. The chosen system should have the ability to track other grant awards and other relevant funding.
- (p) Ability to transfer electronic data from grantees and applicants to another database when contractual arrangement ends.

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- (q) The Case Management System should support a native reporting module which can provide customizable reports that be saved as templates, which can be utilized by other end users. The system should also allow VIHFA's MIS staff to utilize customized reporting and/or interface with third-party reporting software to securely access the database via the backend in order to create custom reports for HUD and VIHFA's executive staff.
- (r) The system should support multiple logins to grantees, applicants, VIHFA staff and staff for purposes of review, access and management of documentation.
- (s) The system should allow access to the Contractor change management process through the program team, including but not limited to, the capability to add or edit the frontend graphical user interface (GUI layout and web form layout in the event the CDBG-DR program requirements have changed or have been added.
- (t) The proposed system should provide an online applicant portal which is accessible 24 x 7, so applicants can start the application process and be able to manage the status of their current application.
- (u) The Case Management System should provide applicants with the ability to choose English or Spanish as their language of choice.
- (v) A mechanism by which documents can be uploaded and attached to the electronic application. xvii. The system should come with a native Document Management System (DMS) and/ or be interoperable with a third party DMS. xviii. A system of messaging to each applicant as critical milestones are reached, such as the application completion or whether an application has been successfully processed through duplication of benefits verification, or ownership verification. System will track each phase of the application submission, review/consideration period and final decision. Messaging should also be able to provide electronic updates, if necessary and provide electronic and hard copy letters for use via e-mail or U.S. Postal Service to applicants as to whether an application has been approved or denied as well as other program required correspondence.
- (w) The system should provide Key Performance Indicators (KPI), which allows end users/ Systems Analysts to track milestones and be able to view real-time statistics. The KPI's should be customizable and should be provided in a dashboard view. Thresholds should be configurable, so KPI's alerts can be sent via email, texts and / or bolded popups when a user logs into the system.
- (x) The system should provide a method to create and manage user profiles for internal and external users.
- (y) The system should allow for the compression of documents and image files, which are uploaded into the Case Management System's database. VIHFA is expecting large amounts of data uploads from the applicants based on the requirements set forth from the CDBG-DR program, so the chosen system's storage capacity should be able to scale on demand. xxii. An online reference guide for the system that will be easily accessible to users. The reference guide will document the system, provide step-by-step instructions for common tasks, and contain more detailed articles to assist users and the IT staff. There is a strong possibility that data from an existing system will need to be migrated into the chosen Case Management System, so the system should provide detailed information relative to their data migration process/ procedure. xxiii. The system should provide rights and permissions capabilities to allow end user and group access to certain

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areas within the application/ database, for security purposes. xxiv. The system should provide a detailed historical/ conversation log including date, time and conversation detail.

- (z) The chosen system should have the ability to support multiple workflows.
- (aa) The system must have been used successfully in previous CDBG or CDBG-DR programs. Any items that are not specifically requested here that are a part of previous implementations, should be included in the proposal response. xxvii. The system must be nimble. The respondent should discuss the turnaround time to implement changes to the system and reflect changing program requirements.
- (bb) The system must possess the capability to integrate or has an embedded GIS Mapping widget.
- (cc) The system should have the capability to provide outreach capabilities, such as surveys to collect pertinent information for the CDBG-DR program. xxx. The system should possess the capability to allow Project/ Program Management staff to track the statuses of all stakeholders.
- (dd) The system should support multiple CDBG-DR programs areas, such as construction management, inspections, case management, environmental Tier II reviews etc., and should allow seamless capabilities to switch between the functional areas. xxxii. The system should have the capability to support a scheduling component for appointments and inspections.
- (ee) The system should support electronic approvals and be able keep historical digital logs for auditing purposes.
- (ff) The system should possess built in control mechanisms, which support VIHFA's program workflows and ensures certain requirements are met before moving to the next step within the process.

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APPENDIX B: INITIAL PERFORMANCE METRICS

Contractor shall work with the VIHFA management to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

Changes and additions to deliverables will be made upon thirty (30) days prior written notice to Contractor, subject to a mutual agreement of the parties, State may (i) add or delete deliverables and/or (ii) modify existing deliverables, all pursuant to agree upon procedures.

Timeline of Deliverables:

Days after Contract Execution	0 – 15 Days	15 - 45 Days	45 – 75 Days	75 – Program	Program Closeout
Draft Branding to HFA					
Call Centers Open					
Draft Branding to HFA					
Branding Finalized					
Contract Execution Signed					
Marketing / Outreach begins					
Offers of employment to hires					
Website becomes public					
Staff training					
Intake centers open (on all three islands)					
Applications open					
Active intake begins					
Outreach to Log of Potential Applicants					
Intake Mobilization / In-Person Intake					
Monthly outreach in accordance with targets					
Coordination with VIHFA for housing programs					

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APPENDIX C: PROJCT BUDGET (Contract Term of Two Years)

Position	# of Staff	Hourly Rate	Estimated	
Section 1				
Project Director	1		2,268	
Case Worker Program Manager	1		3,192	
IT Lead and Support Team	1		1,722	
Housing & CM SME Team	1		924	
Case Worker Site	2		7,056	
Case Workers	7		16,128	
Case Workers Asst./Call Center	3		7,056	
Subtotal	N/A	N/A	N/A	\$4,632,810.00
Section 2 (Pre-approved costs and billed only as needed or as applicable)				
Deployment of Case Management System – Lump Sum (all costs to be fully operational)				
Office equipment and supplies for on-island intake centers				
Mobilization and office set up of on-island intake centers				
Office equipment and supplies for call center (if not housed in on-island intake center)				
Mobilization and office set up of call center (if not housed in on-island intake center)				
Website Development and Deployment – Lump Sum (all costs to go live)				
Title Review				
Lease payments for on-island intake centers/call center				
Utilities				
Subtotal				\$984,025.00
Section 3 (Pre-approved costs and billed only as needed)				
Travel, Housing, and Per Diem				\$598,000.00
Subtotal				\$598,000.00
Total				\$6,214,835.00

Contractor shall invoice for the items outlined above as follows, not to exceed the total amount per the Project Budget.

- a) Section 1: Personnel costs to be billed on an hourly basis x rate (per personnel)

Documentation: Timesheets indicating Name of Person, Title/Labor category, hours worked (by day), bill rate and description of work provided (to potentially include applicant identifier)

Performance Criteria: Performance metrics report as determined and agreed to by the parties regarding data such as applicants per case worker, outreach numbers, number of applicants

- b) Section 2: Operating costs to be billed as actual costs incurred and deployment of electronic systems to be billed at the lump sum amount agreed upon above.

Documentation: Invoices & other supporting documentation to demonstrate actual costs incurred and actual system deployment to demonstrate the electronic system lump sums.

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Performance Criteria: Contractor to incur costs on an as needed basis relative to both actual costs or electronic systems deployment.

- c) **Section 3:** Costs to be invoiced monthly and will be substantiated by adequate receipts to support invoices. No additional costs related to travel, housing or per diems will be reimbursed to the Contractor that exceed \$598,000.00 over the term of the contract.

Documentation: Invoice based on monthly basis with adequate receipts and documentation to support costs.

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APPENDIX D: HUD PROVISIONS

Contractor shall ensure that all its, and all Subcontractor's, activities, under this Contract shall be conducted in conformance with, but not limited, to the following federal provisions, as applicable: 2 Code of Federal Regulations (CFR) Part 200, 29 CFR Part 95, and all other applicable federal regulations.

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 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 shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Contractor 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

Contractor's Initials: 

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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 Contractor 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 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,

Contractor's Initials:



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Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

The Contractor 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 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.

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14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor 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 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 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 shall provide VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor 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 shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor 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.

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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 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 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 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 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.

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21. DAVIS-BACON ACT
(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

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

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

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

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor 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 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 under this contract shall, at the option of VIHFA, become VIHFA's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Subcontractor, and VIHFA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due VIHFA from the Contractor is determined.

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

VIHFA may terminate this contract at any time by giving at least sixty (60) days' notice in writing to the Contractor. If the contract is terminated by VIHFA as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

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

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

Equal Opportunity for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for

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employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual or may lower the posted notice so

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that it might be read by a person in a wheelchair).

5. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
6. The Contractor 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 Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

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

The Contractor 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 agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 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 shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Contractor will send to each labor union or representative of workers with which

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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 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 will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor 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 shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor 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 Contractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The Contractor 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 agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

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

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

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

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor 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.

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- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

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

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

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

29. BONDING REQUIREMENTS

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

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

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may

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be required within the time specified.

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

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor 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 Contractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any Contractor where the Contractor has notice or knowledge that the Contractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R.

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part 135 require employment opportunities to be directed, were not filed to circumvent the Subcontractor's obligations under 24 C.F.R. part 135.

- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

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 for more information:

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf

32. DRUG-FREE WORKPLACE REQUIREMENT

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Contractor and any third parties using funds under this Contract in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

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