



# VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza ~ Suite 200  
St. Thomas, U. S. Virgin Islands 00802  
Telephone: (340) 772-4432 · Fax: (340) 772-4002

## REQUEST FOR PROPOSALS RFP 001-2023-DR-STT/STX

### PROPERTY APPRAISAL SERVICES

**Issue date:**

March 10, 2023

**Submittal deadline:**

April 11, 2023

**Contact person:**

Nicole Roberts  
CDBG-DR Procurement Officer  
nroberts@vihfa.gov

Request for Proposals  
RFP 001-2023-DR-STT/STX  
Property Appraisal Services

**“CONFIDENTIAL BID SUBMISSION”**

# **Virgin Islands Housing Finance Authority**

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## **RFP 001-2023-DR-STT/STX REQUEST FOR PROPOSALS PROPERTY APPRAISAL SERVICES**

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### **1.0 INTRODUCTION**

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

#### **1.1 CONTEXT**

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

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

The U.S. Virgin Islands is the recipient of \$1.86 billion of CDBG-DR funding from HUD to assist in disaster recovery and rebuilding efforts resulting from Hurricanes Irma and Maria. The Territory’s approved CDBG-DR Action Plan and Amendment 2 (<https://cdbgdr.vihfa.gov/contracts/action-plan/>) detail how the U.S. Virgin Islands plans to spend its first and second tranches of \$1,021,901,000 in grant funds, and Respondents to this RFP should thoroughly review it.

As the administering entity of the CDBG-DR funds, VIHFA has developed the EnVision Tomorrow Program to provide assistance to homeowners and rental property owners whose properties were impacted by the two back-to-back Category 5 storms. Property Appraisal Services will be required for properties within the EnVision Tomorrow Program.

## **2.0 SCOPE OF WORK**

The Respondent will be responsible for the performance of all appraisal services as well as all associated services to deliver a complete property appraisal to the VIHFA CDBG-DR EnVision Tomorrow Program Team.

The appraisal tasks include:

- a. Scheduling an appraisal site visit with the permission of each property owner.
- b. Performing an appraisal of each property, with the person performing the appraisal being a Virgin Islands certified General Appraiser.
- c. Completing the appraisal on the Uniform Residential Appraisal Report (Exhibit 1) or similar appraisal form; narrative-only appraisals are not acceptable.
- d. Developing the methodology to evaluate all residential properties in a pre-disaster condition as of **September 6, 2017**, the stipulated valuation date for the disaster event.
- e. Using a sales comparison approach for all appraisals, even for properties that produce income for the owner.
- f. Substantiating the values used as a comparable with documentation of sales if requested by the Authority.
- g. Establishing and clearly indicating the estimated Fair Market Value (FMV).
- h. Showing the estimated site value clearly on the appraisal, in addition to the indicated value by sales comparison approach (FMV).
- i. Providing appraisals to VIHFA in sets of two originals for each property.
- j. Timely completion of the appraisals is critical. The selected Respondent should expect that appraisals must be completed within fifteen (15) calendar days of the initial notice to appraise a given property.

VIHFA estimates twenty (20) to fifty (50) properties will require appraisals as part of the EnVision Tomorrow Program. The number of appraisals is subject to change based on program eligibility. VIHFA makes no guarantee of how many properties for which appraisal services will be required under this contract.

### **2.1 CONTRACTOR RESPONSIBILITIES**

During the contract period, the contractor will be responsible for:

- Conducting any requested analysis and review in a professional manner.
- Performing all tasks on time.
- Adhere to [HUD-Federal-Cross-Cutting-Measures](#).
- Adhere to all VIHFA CDBG-DR Program Policies and Procedures.
- Submitting detailed invoices reflecting staff name, task(s) performed, etc. in a timely manner along with all supporting documentation required.
- Providing all information and collected data to CDBG-DR staff for its records.

### **2.2 COMMENCEMENT OF SERVICES**

Selected Respondent(s) must be prepared to commence these services within five (5) days of the issuance of a contract, at the direction of VIHFA CDBG-DR Director and running at full operation within fifteen (15) days of the issuance of a contract.

### **3.0 REQUIREMENTS OF LEGAL ENTITIES**

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the area in which they are incorporated at the time of the submission of their response to this RFP. Such respondents shall attach a certificate of good standing from the Secretary of State in the area in which they are incorporated to their submittal. Upon contract execution, the successful Respondent will show evidence of its applications to obtain any required licenses or certificates required to do business in the USVI.

### **4.0 TERM OF ENGAGEMENT**

VIHFA intends to select a contractor for the Property Appraisal Services as a result of this RFP for a period of one (1) year, subject to the VIHFA's option to extend the term of the contract for a similar term subject to satisfactory performance. VIHFA reserves the right to modify and/or terminate any contract if the successful Respondent fails to perform in a manner consistent with the terms of the contract.

### **5.0 PRICE AND PAYMENT**

Respondents must provide cost to complete the project as set forth in the RFP. Travel expenses, per diem, other direct costs, office spaces and supplies, etc. will not be reimbursed under the contract. The contract, fixed price, will be funded, in whole or in part, by CDBG-DR funds. Therefore, funding and payment of the contract will be based on requirements and availability of the CDBG-DR funds by VIHFA. The Respondent is responsible for submitting all required documentation for payment to VIHFA. Please note, the information requested in the cost proposal may not necessarily reflect the structure of the final contract.

### **6.0 USE OF SUBCONTRACTORS**

VIHFA may have a single prime Contractor as the result of any contract negotiation and may elect the option to select more than one Contractor. The Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements, limited to one tier of subcontracting, however, shall acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the Proposer shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the prime Contractor is also required for any subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIHFA.

Unless provided for in the contract with VIHFA, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of VIHFA. Additionally, the subcontractor shall not subcontract for any portion of work they are expected to complete.

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

*The prime Contractor should obtain an executed statement from each subcontractor affirming the following and have available upon request by VIHFA: “I have read and understand the RFP and final version of the proposal submitted by (Proposer).”*

**7.0 REQUESTS FOR PROPOSALS SCHEDULE**

<b>RFP SCHEDULE</b>	<b>DATES and TIMES</b>
RFP Release Date	March 10, 2023
Pre-Proposal Conference	March 15, 2023
Deadline for Questions	March 22, 2023
Question Responses Deadline	March 29, 2023
Proposals Submission Deadline	April 11, 2023

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

**8.0 NUMBER OF AWARDS**

The Respondent recognizes that, at the sole discretion of VIHFA and based upon the breadth and experience of respondents to this RFP, VIHFA may decide to award contracts to more than one Respondent, however, VIHFA currently anticipates awarding one prime contract pursuant to this RFP. Nothing in this paragraph shall be construed in derogation of VIHFA’s right, in its sole discretion, to cancel this RFP.

**9.0 ISSUING AND PROCURING OFFICE**

This RFP is being issued for VIHFA. All general correspondence and inquiries about the RFP should be submitted via email to the Procurement Officer listed below:

Email: [nroberts@vihfa.gov](mailto:nroberts@vihfa.gov)

Inquiries can be made by e-mail and must be completed using **Attachment 1**. Mark subject line for emails “RFP 001-2023-DR-STT/STX”.

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

Failure to ask questions, request changes or submit objections shall constitute the acceptances of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information can be given. The potential respondent shall acknowledge the receipt of each addendum in their Cover Letter. VIHFA will send copies to all Respondents that submitted questions

in the form of an Addendum to the RFP seven (7) days after the question deadline, and responses to the questions will be posted on the VIHFA website. Respondents shall rely only on written statements issued through or by VIHFA Procurement/Contract Officer.

If VIHFA amends this RFP, the Procurement/Contract Officer will email the addenda to all potential respondents and will post such notice on its website. VIHFA will **not** be held responsible if any potential Respondent does not provide current contact information to receive all addenda. It is the responsibility of the potential respondents to update all contact information and contact the Procurement/Contract Officer to ensure that they receive all addenda prior to the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

## **10.0 CONFLICT OF INTEREST**

A respondent submitting a proposal hereby certifies that no officer, agent or employee of VIHFA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of VIHFA; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

A respondent must also disclose any existing contractual work for the: (i) Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; and/or (ii) any current contractors/vendors of the Territorial Government or VIHFA, identify any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

## **11.0 MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate. Respondents providing evidence of M/WBE certification for the partnering firm from the issuing state will be deemed as applicable.

Respondents must document good faith efforts to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future consideration with VIHFA and monetary payments based on the M/WBE goal shortfall.

## **12.0 HUD GENERAL PROVISIONS**

HUD funded procurements shall be governed by all HUD terms and conditions, attached hereto as [HUD-Federal-Cross-Cutting-Measures](#). Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth in the attachment.

### **13.0 PRE-PROPOSAL CONFERENCE**

VIHFA will conduct a virtual Pre-Bid Conference at **2:00 PM Atlantic Standard Time (AST)** on **March 15, 2023**. Participants may join meeting via **ZOOM** at <https://us02web.zoom.us/j/83196001482> Meeting ID: 831 9600 1482

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

### **14.0 DELIVERY OF BID PACKAGES**

All responses to this RFP are to be submitted no later than **4:00 PM AST** on **April 11, 2023**. The VIHFA will not consider fax submission of a proposal. Proposal Packages must be submitted via email to [procurement@vihfa.gov](mailto:procurement@vihfa.gov).

The email subject line must be clearly marked: **“PROPOSAL – APPRAISAL SERVICES”**.

The VIHFA will log all received bid packages with the date and time of receipt. Proposals received after the official deadline will be considered **LATE** and will **not** be opened nor considered.

### **15.0 CONTENTS OF PROPOSAL PACKAGE**

To be considered for award, the bid package shall meet the following requirements. Failure to meet the requirements as outlined will disqualify the respondent.

#### **EMAIL ATTACHMENT #1 - PROPOSAL**

**A. RFP Cover Letter – Complete Enclosure Document A.**

**B. Commitment Statement Letter** – The Commitment Statement letter should be on the company’s letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall also include a statement of understanding for the work to be done. It shall state that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The letter shall state that all data presented in the proposal is accurate and complete. Additionally, the firm must state they understand the discovery of any significant inaccuracy in information submitted by them shall constitute good and sufficient cause for rejection of the proposal. It should also state that the proposal package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm has not engaged in any unethical practices within the past ten (10) years.

The Respondent shall also certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of: *Dayna Clendinen, Interim Executive Director, 3202 Demarara Plaza, Suite 202, St. Thomas, VI. 00802-6447.*

- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**.
- E. Corporate Document Checklist Form** – Complete **Enclosure Document D** and submit your current Business License. The Business License must be relevant to the Scope of Work for this solicitation.
- F. Contractor’s Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, provide at least three (3) references for the most recent, relevant work comparable to the scope requested in this RFP. At a minimum, one of the three (3) references must be for the prime Contractor.
- G. Conflict of Interest** – Complete **Enclosure Document F**.
- H. Firm Background/Credentials** – Provide the resumes of the key staff that will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.
- I. Pending Litigation Notifications - *Proposers must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings. Full details must be provided in this section of the response.***
- The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
  - The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP.
  - The Proposer shall provide a statement documenting all open, pending or resolved litigation initiated by Proposer or where Proposer is a defendant in a customer matter within the past ten (10) years.

## **EMAIL ATTACHMENT #2 - COST**

- A. Bid Sheet** – Complete **Exhibit 1**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.

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

### **15.1 REQUIRED DOCUMENTS**

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

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

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

### **16.0 SELECTION PROCESS**

VIHFA will evaluate all Packages that are received in a proper and timely manner to determine whether they meet the submission requirements.

VIHFA, at its sole discretion, will determine which Packages best satisfies its requirements. All Packages deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of VIHFA. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

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

<b>Qualifications, related experience, and references:</b> Respondent's experience, years in business and past and current client references, technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing similar work, demonstrated ability to manage and coordinate the work, deliver quality projects and services, deliver projects within budget and on schedule, and experience working in the US Virgin Islands or other insular area.	30 points
<b>Specialized Experience:</b> Technical expertise and professional competence in areas directly related to the work identified in this RFP. Level of experience knowledge of territory and federal guidelines and requirements, certifications and licenses required, and training of key personnel assigned, strength of experience and stability of proposed personnel, breadth and depth of resources, coordination of work and quality control, availability of proposed staffing, and concurrence with restrictions on changes in key personnel.	30 points
<b>Work plan and Schedule:</b> Depth of understanding of VHHFA's needs and requirements, understanding of the Scope of Work, proposer's approach and methodology reflecting the ability to provide the requested work, demonstrated knowledge of the work being requested identification and knowledge of all requirements cited in the Scope of Work, and proposed technical or procedural innovations identified in the NOFA. Optimized methods/processes to reduce construction duration and/or achieve project goals.	20 points
<b>Cost:</b> Shall be evaluated based on the reasonableness of the Respondent's cost of the services.	20 points
<b>Total</b>	100

### 16.1 PRESENTATIONS

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

### 16.2 CONTRACT NEGOTIATIONS

The VIHFA Evaluation Committee shall recommend to the Executive Director the most qualified firm or individual with whom a contract shall be negotiate as a result of the Committee's scores from the written proposal or discussions-oral presentations if conducted. If VIHFA is unable to reach an agreement with the highest ranked firm, it may negotiate with the next highest ranked firms(s) proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with a qualified firm, VIHFA reserves the right to cancel said solicitation.

### **16.3 COST OF OFFEROR PREPARATION**

VIHFA shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP shall be entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the VIHFA.

### **16.4 CONTRACT AWARD AND EXECUTION**

VIHFA reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. VIHFA reserves the right to contract for all or a partial list of services offered in the proposals. VIHFA reserves the right to negotiate reduced payment terms with the awarded Proposer(s).

### **16.5 TERMS AND CONDITIONS**

This RFP is a request for the submission of proposals but is not itself an offer and shall under no circumstances be construed as an offer.

VIHFA reserves the right to reject, without prejudice, any and all proposals submitted in response to this solicitation.

VIHFA reserves the right to modify or withdraw this request at any time.

VIHFA reserves the right to reject any or all companies, or to terminate the RFP process at any time, if deemed to be in its best interest.

VIHFA reserves the right not to award a contract pursuant to the RFP.

Further, proposals submitted in response to this solicitation become the property of the VIHFA and the VIHFA may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

*The following documents can be found here: [General](#)*

ENCLOSURES

- **Enclosure Document A**      **Cover Letter**
- **Enclosure Document B**      **Non-Collusive Affidavit**
- **Enclosure Document C**      **Debarment Certification Form**
- **Enclosure Document D**      **Corporate Document Checklist Form**
- **Enclosure Document E**      **Qualification Statement Form**
- **Enclosure Document F**      **Conflict of Interest**

ATTACHMENTS

- **Attachment 1**                      **Inquiry Request Form**

EXHIBITS

- **Exhibit 1**                              **Bid Sheet**
- **Exhibit 2**                              **Uniform Residential Appraisal Report (Form 1004)**