

SERVICE AGREEMENT
BETWEEN
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
AND
BUSINESS TECHNOLOGY GROUP

THIS AGREEMENT is made on this on this the 26th day of October, 2022, in the Territory of the United States Virgin Islands by and between **THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY (hereinafter “VIHFA”)**, an autonomous instrumentality of the Government of the United States Virgin Islands, having its principle place of business at 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802-6447 and **Business Technology Group (hereinafter “BTG” or “Contractor”)**, whose address is 2013 Live Oak Blvd Suite N Unit #109, Saint Cloud, FL 34771. The VIHFA and BTG shall collectively be referred to as the “Parties”.

WITNESSETH:

WHEREAS, the VIHFA requires Network Infrastructure Upgrade at the Authority’s facilities on St. Thomas and St. Croix; and

WHEREAS, the VIHFA solicited proposals by E-Bid Request for Proposal from several entities; and

WHEREAS, BTG represents that it is willing and capable of providing such services and the VIHFA selected BTG’s proposal.

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

1. SCOPE OF SERVICES

BTG shall upgrade VIHFA’s network to better performance, redundancy, and accessibility. The network upgrade shall allow VIHFA to utilize server virtualization services which would host all primary software and services in the cloud. Additionally, VIHFA will be able to gather network usage data to project growth while factoring in any anticipated expansion, including new employees, devices, applications, and locations. The network upgrade shall allow VIHFA to remain sustainable in physical hardware failure or in the event of a natural disaster. In addition to assessment, procurement coordination installation and implementation, BTG shall also provide customer service support and training. Refer to Appendix A for a more detailed explanation of the Scope of Services (hereinafter “Services”).

A. Network Upgrade Process

The planning of the network upgrade will begin after the initial site survey, and the requirements of specific networks are gathered. The network upgrade process shall proceed in five (5) distinct phases:

Phase 1: Requirements Gathering

Phase 2: Selection and Design

Phase 3: Implementation

Phase 4: Operation

Phase 5: Review and Evaluation


VIHFA’s network encompasses five locations throughout the territory. A local internet service provider (hereinafter “ISP”) provides Wide-Area Network (hereinafter “WAN”) connectivity to each site via Multiprotocol Label Switching (hereinafter “MPLS”). The network includes a Main Office location in St. Thomas, which houses the core infrastructure and has a point-to-point connection with the ICMC location. The CDBG-DR King Street location has a point-to-point connection with the Main Office in the Lagoon Complex. The Main Office location in French Town, St. Thomas has a point-to-point connection with the Main Office in Lagoon Complex, St. Croix.


B. Network Specifications (Per Site)

Site	Specifications
Main Office (French Town, St. Thomas)	<ul style="list-style-type: none"> • 29 users • 2 servers • 60 devices (approximately) • 6 network printers • 29 IP phones
Main Office (Lagoon Street, St. Croix)	<ul style="list-style-type: none"> ○ 35 users ○ 70 devices (approximately) ○ 2 network printers ○ 35 IP phones
CDBG-DR Office (Lagoon Street, St. Croix)	<ul style="list-style-type: none"> • 24 users • 48 devices (approximately) • 2 network printers • 24 IP phones
CDBG-DR STT (ICMC, St. Thomas)	<p><u>1st floor --STT ICMC</u> ○ 26 users ○ 50 devices (approximately) ○ 2 network printers ○ 26 IP phones</p> <p><u>2nd floor --STT ICMC</u> ○ 25 users ○ 1 server ○ 50 devices (approximately) ○ 3 network printers ○ 25 IP phones</p>

C. Five Phase Project Plan

Phase I [Assessment](#)

Contractor: 

VIHFA: 

Contract No.: 2022-CDBG-DR-006
 Contract for Network Infrastructure Upgrade
 Service Agreement between VIHFA & BTG
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	Assigned To	Days	Hours
Kick off Meeting	Sandra Bonilla	1	2
Assessment of the current environment	Héctor Rodríguez	3	24
Validation and Inventory	José Rivero	1	8
Assessment of current Network Configuration environment	José Rivero	1	8
Microsoft Technology Assessment	Héctor Rodríguez	1	8
Security Assessment / Vulnerability Scanner / Penetration Test	Héctor Rodríguez	2	16

Phase II On-Premise upgrade

	Assigned To	Days	Hours
Kick off Meeting	Sandra Bonilla	1	2
Migration and/or Upgrade of Servers	Héctor Rodríguez / Jose Rivero	5	40
Network Devices Configuration	José Ángel Rodríguez / Hector Ridriguez	3	24
WAN Validation & Configuration	José Ángel Rodríguez / Hector Ridriguez	1	8
S2S Validation & Configuration	José Ángel Rodríguez / Hector Ridriguez	1	8
Bandwidth Validation & Configuration	José Ángel Rodríguez / Hector Ridriguez	1	8
Branch Connection Validation & Configuration	José Ángel Rodríguez / Hector Ridriguez	1	8
			96

Phase III Data Center and Site Recovery

	Assigned To	Days	Hours
Virtual Environment Definition - Hyper-V	José Rivero	1	2
Synchronization and Cluster Services - Hyper- V (On premise and Cloud sync)	Sandra Bonilla	5	40
BCP Definition	Miguel Camacho	2	16
Disaster Recovery Definition	Sandra Bonilla / Jose Torres	3	24
Creation and Definition of Datacenter Main 1	José Torres	10	80
Disaster Recovery Site Creation and Definition	Jose Torres / Kevin Perdomo	3	24
Virtual Machine Backup and Replication Strategy and Definition	Jose Torres / Kevin Perdomo	10	80

Contractor: 

VIHFA: 

Phase IV Deployment and Connection

	Assigned To	Days	Hours
Fortinet Connection and Deployment (Site2Site, SD WAN)	José Ángel Rodríguez / Hector Rodríguez	5	40
Backup Process and Restore	José Ángel Rodríguez / Hector Rodríguez	10	80
Management Data Cloud Storage - data storage analysis	José Ángel Rodríguez / Hector Rodríguez	3	24
***Test PBX Connection (Virtualization, Test ***SipTrunk Connection, Forward Services to the Cloud)	Jose Rivero / Angel Augusto	10	80

PHASE IV Office 365 Security

	Assigned To	Days	Hours
Deployment Office 365 Security	Jose Torres	5	40
Deployment Endpoint Security	Jose Torres / Kevin Perdomo	5	40
Deployment and Integrate MDE, MDA MDI	Fernando Navarrate	5	40
Office 365 ATP Advanced	Fernando Navarrate	3	24
DNS: SPF, DMARC, DKIM	Jose Torres / Kevin Perdomo	2	16
Best Practices Microsoft Security	Jose Torres / Kevin Perdomo	2	16


PHASE V Review, Evaluation and Training

	Assigned To	Days	Hours
Pilot Project and Testing	Hector Rodriguez / Jose Rivero	2	16
Documentation	Sandra Bonilla	5	40
Knowledge Transfer & Training	Sandra Bonilla	4	8

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2. PERFORMANCE EXPECTATIONS

PHASE	DELIVERABLES	TIME TO COMPLETE
Phase 1: Assessment	<ul style="list-style-type: none"> • Ongoing maintenance of current system • Analysis of VIHFA’s technology needs • Assessment of necessary upgrades to existing systems and improvements to create a well-functioning, reliable infrastructure • Design of a new system at an affordable price that meets VIHFA’s technology needs • Determine upgrades and/or replacement of existing servers; recommend software • Plan implementation of new system; including conversion and training of staff • Purchase/install new system • Provide written documentation on new system • User training 	9 days
Phase 2: Selection & Design	<p>Technology infrastructure needs to be sound, stable and well maintained. It shall include hardware, software, other equipment and/or wiring as part of the recommended plan for VIHFA. The design should include recommendations for network redesign and replacement of any hardware necessary to support the current and future requirements of VIHFA. Obsolete and End-of Life equipment should be identified with recommendations for suitable replacements, considering energy-efficient solutions that will reduce VIHFA’s carbon footprint. Contractor will provide the purchase of all needed hardware, wiring, software licenses, software maintenance, and other services.</p> <p>Three on-premises server upgrades and virtualization using Hyper-V.</p>	13 days
Phase 3: Implementation	<p>On-premise Upgrade</p> <ul style="list-style-type: none"> • Migration and/or upgrade of server • Network devices configuration • WAN Validation & Configuration • S2S Validation & configuration • Bandwidth Validation & Configuration • Branch connection validation & configuration <p>Data Center and Site Recovery</p> <ul style="list-style-type: none"> • Virtual Environment Definition—Hyper-V synchronization and cluster services (on-premise & cloud sync) • BCP Definition • Disaster Recovery Definition • Creation and Definition of Datacenter Main 1 	34 days

Contractor: 

VIHFA: 


	<ul style="list-style-type: none"> • Disaster Recovery site creation and definition • Virtual machine backup and replication 	
Phase 4: Operation	<ul style="list-style-type: none"> • Fortinet Connection and Deployment • Backup Process and Restore • Management Data Cloud Storage - data storage analysis • Deployment Office 365 Security • Deployment Endpoint Security • Deployment and Integrate MDE, MDA MDI 	22 days
Phase 5: Review and Evaluation	<ul style="list-style-type: none"> • Pilot Project Testing • Documentation • Knowledge Transfer • Training • Customer Support 	11 days

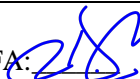
3. TERM

This Agreement shall commence on or about 26th day of October, 2022 and terminate on 25th day of October, 2024. The VIHFA may elect to exercise the option to renew the contract for two (2) additional twelve (12) month “Monthly Maintenance and Management” subscription term(s), subject to BTG’s satisfactory performance. BTG shall complete this project in **fifteen (15) months**. The work for the network infrastructure upgrade shall be completed in three (3) months. Thereafter, BTG will provide “Monthly Maintenance and Management” services for a period of twelve (12) months. At any time during the term of this Agreement, the VIHFA reserves the right to modify and/or terminate this Agreement if BTG fails to perform in a manner consistent with the terms of the Agreement. In the event of modification or termination, the VIHFA will provide BTG written notice within thirty (30) days. The VIHFA will exercise the option to renew “Monthly Maintenance and Management” services by providing BTG with written notice no less than sixty (60) days prior to the expiration of the first contract term.

4. KEY PERSONNEL

Name	Title
Sandra Bonilla	Senior Consultant
José E. Rivero	Senior Consultant
Héctor Rodríguez	Senior Consultant
Miguel Camacho	Senior Consultant
Angel Rodríguez	Level 2 Consultant
José Torres	Level 2 Office 365 Security
Fernando Navarrate	
Kevin Perdomo	
José Ángel Rodríguez	

Contractor: 

VIHFA: 

5. APPROVAL OF KEY PERSONNEL:

VIHFA and BTG reserve the right of final approval of all BTG's project personnel prior to assignment to the project. BTG shall provide a listing of key personnel for the term of this Service Agreement. VIHFA's approval must not be unreasonably withheld and provided within five (5) business days of BTG's submittal of its list. VIHFA must acknowledge receipt of the list in writing.


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

6. SUBSTITUTION OF KEY PERSONNEL AND SUBCONSULTANTS:

BTG's key personnel assigned to this Contract, and subcontractors as listed in the response to the RFP, may not be replaced without the written consent of the VIHFA, provided that such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. Notwithstanding the preceding sentence, in the event that any key personnel must be removed for cause, in BTG's sole discretion, or becomes unavailable due to resignation, illness, or other factors outside of BTG's control, BTG shall be responsible for providing an adequately qualified replacement. BTG shall provide the résumé and qualifications of any proposed substitution for key personnel.

BTG shall present to VIHFA all subconsultants intended to be used by BTG on this project. Additionally, BTG shall provide its written agreement with the subconsultants identified in its proposal. BTG will not be allowed to join any subconsultants to the project without the expressed written approval by VIHFA.

- a. BTG agrees to be responsible for all services performed and all expenses incurred with the project. If VIHFA permits BTG to subcontract all or part of the services contemplated under this Agreement, including entering into subcontracts with vendors for services and commodities, it is understood by BTG that all such subconsulting 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 subconsulting is permissible and the inclusion of applicable terms and conditions of this Agreement. BTG further agrees that VIHFA shall not be liable to the subconsultant for any expenses or liabilities incurred under the subcontract and BTG shall be solely liable to the subconsultant for all expenses and liabilities incurred under the subcontract. BTG, at its expense, will defend VIHFA against such claims.
- b. BTG agrees that all BTG employees, subconsultants, or agents performing work under this Agreement shall be professionally trained who meet or exceed any specified training qualifications to meet the requirements of this Agreement. Upon request, BTG shall furnish a copy of technical certification or other proof of qualification. All employees, subconsultants, or agents rendering services under the Contract must comply with all security and administrative requirements of VIHFA and shall have all current licenses and permits required for all the particular work for which they were hired by the Construction Project Manager. Construction Project Manager shall perform a security background check or otherwise assess any employee, subcontractor, or agent furnished by Construction Project Manager. 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 Construction Project Manager of its obligation to perform all work in compliance with the Contract.

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
VIHFA: 

7. PROFESSIONAL STANDARDS: BTG will render services in accordance with industry technology professional standards and the best practices in network security, cyber security, network communication, and network infrastructure management, design and planning. Also, BTG shall adhere to all laws and regulations which apply to the services being performed, whether or not explicitly covered in the Agreement. BTG warrants that the final product of its work shall be fit for the purposes for which it is intended.

If performance standards required herein are not being met by BTG, the VIHFA will provide notification in writing of such performance deficiencies. Upon receipt of a written letter, BTG will be required to prepare and submit a proposal to VIHFA outlining ways to correct the problem and improve service. Once the proposal is submitted and accepted by the VIHFA, BTG will have five (5) days to improve its performance.

8. COMPENSATION

SERVICES	PAYMENT	MOBILIZATION COST	PHASED INVOICES (monthly)
Servers Hosting in the cloud – Main Data Center and Disaster Recovery – 12 months + Cloud Environment Maintenance	\$34,000.00	\$10,200	\$23,800 (\$1,983.33 per month)
Fortinet Appliances for site2site configuration (One-time fee x 1 year)	\$5,500.00	\$5,500	\$0.00
Veeam Backup Licenses (Onetime fee x 1 year)	\$3,000.00	\$3,000	\$0.00
Consulting Hours (One-time fee x 1 year)	\$58,000.00	\$8,000	\$50,000
Monthly Management & Maintenance 12 Months (will be billed after the first 3 months.) <ul style="list-style-type: none"> On Premise Environment Office 365 Security Environment 	\$13,500.00	\$0.00	\$13,500 (\$1,125 per month billing period starts after project completion)
**Emergency Travel Costs	**\$10,000	<i>See paragraph 10 “Travel”</i>	
Total	<u>\$124,000.00</u>	\$26,700	\$87,300

Contractor: 

VIHFA: 

- (a) In consideration of BTG's satisfactory performance of the Scope of Services (hereinafter "Services"), VIHFA agrees to pay BTG as compensation for the Services rendered, an amount **not to exceed One Hundred Twenty Four Thousand Dollars (\$124,000)**. BTG agrees to furnish all labor, equipment, and licenses necessary to complete the Services. The VIHFA and BTG may agree to changes in or addition to the Services. However, no changes shall be valid unless in writing and signed by both Parties.
- (b) Payments shall be made via electronic payment transfer payable to:
Business Technology Group
2013 Live Oak Blvd Suite N Unit #109
Saint Cloud, FL 34771
- (c) It is expressly understood and agreed that in no event shall the amounts to be paid by the VIHFA to BTG under this Agreement exceed the rates and conditions made a part of this Contract unless expressly agreed to in writing.

9. PAYMENT PROCESS:

- a. BTG shall submit monthly invoices to VIHFA. Invoices shall identify and price each deliverable individually. Deliverables are performance based and payments will not be made until final approval by the VIHFA. BTG will invoice VIHFA only after each agreed-to deliverable has been accepted as satisfactory by VIHFA. Once work has been completed, delivered, and accepted by VIHFA, invoicing can occur.


Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

10. TRAVEL

- a. BTG and VIHFA agree that travel is not necessary to complete the project. BTG's work shall be conducted remotely. In the event of an emergency, where travel is necessary, the expense to complete the work will be covered by BTG's consulting hours. BTG will not be reimbursed for travel, meals, lodging, and incidental expenses of any kind without VIHFA's prior written approval.
- b. Costs for transportation, lodging, meals, and incidental expenses (hereinafter "travel costs") are governed by 48 CFR §31.205-46, which is incorporated by reference. ***Travel costs cannot exceed Ten Thousand Dollars (\$10,000).***

Any travel under this Contract must be specifically requested in writing, by the BTG prior to incurring any travel costs. The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the scope of work in the Contract

Contractor: 

VIHFA: 

- (4) Estimated cost of travel
- (5) Name(s) of individual(s) traveling, title, or their relationship to the Contractor and; (6) A breakdown of estimated travel and per diem charges

The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode. When traveling by air, the Contractor agrees to use coach or economy or similar accommodations. Documentation must be provided to substantiate non-availability of coach or economy class if business or first class is proposed to accomplish travel requirements.

Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.


Costs for transportation may be based on mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Costs for lodging, meals, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States.

- c. Reimbursement to the Contractor for per diem shall not exceed the authorized per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel.
- d. Contractor agrees to attach receipts and documentation necessary to substantiate the reimbursement request.

See Appendix B for Maximum Per Diem Rates and Definitions

11. LIQUIDATED DAMAGES

It is hereby agreed by the Parties that if the Contractor fails to complete the Scope of Services according to the terms of this Contract, Contractor agrees to pay the VIHFA, as liquidated damages and not as a penalty, \$200 per day for each calendar day or portion thereof that the Contractor fails to commence or diligently perform the

Contractor: 

VIHFA: 

work in accordance with the contract documents and/or is in violation of the Contract. The liquidated damages shall first be deducted from any contract monies due but not yet paid, to the extent available.

12. CONFIDENTIALITY OBLIGATIONS

All information and material that may be disclosed by the VIHFA to Contractor in the course of this Contract is considered confidential and proprietary and will not be used by the Contractor other than for the purposes under this Contract and for which it was disclosed. Contractor will protect such information from disclosure to third parties and hold it as confidential using the same degree of care as Contractor uses to protect its own confidential or proprietary material of like importance. It is expressly agreed that the term "third parties" as used in this section does not include the VIHFA and its offices that may be the recipient of the Contractor's services. This obligation will not cover any information that is disclosed to a third party by the VIHFA without restrictions on disclosure, any information that has been or is developed independently by Contractor without violation of obligations of confidentiality, any information that falls into the public domain without fault of Contractor from a third party without restriction, or any information that is rightly in the possession of the receiving party at the time of disclosure by the Contractor.

13. VIHFA'S RESPONSIBILITIES

The VIHFA shall:


1. Provide access to facilities where services shall be performed as required by the Contractor;
2. Ensure that the Contractor's personnel are available to respond to the VIHFA's questions during normal business hours and, also that information requested by the VIHFA is provided as requested;
3. Provide the Contractor with all necessary rules and regulations that the VIHFA requires the Contractor to comply in advance of performing the Services; and

14. OWNERSHIP OF WORK PRODUCED

All work (e.g. documents, books, records, instructional materials, programs, printouts, memoranda) pertaining to this Contract are the property of the VIHFA and shall be turned over to the VIHFA upon written request at the termination of the Contract. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the VIHFA.

15. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the VIHFA.

Contractor: 

VIHFA: 

16. MUTUAL INDEMNIFICATION

The VIHFA and the Contractor agree to indemnify, defend and hold each other harmless, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action whatsoever arising out of or in any way connected to this Contract and arising from any cause, except for the sole negligence of the Authority or Contractor.

17. 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 payment of all taxes whether Local or Federal, Social Security, and Workman's Compensation, as well as medical insurance. The VIHFA shall not be responsible for any of the aforementioned contributions and shall deliver a 1099 to the Contractor annually when due.

18. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and venue for any action between the VIHFA and Contractor shall be in the United States Virgin Islands.


19. WAIVERS AND AMENDMENTS

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

20. TERMINATION FOR DEFAULT

The VIHFA may terminate this Contract for default under the following conditions: (1) Contractor fails to fulfill any of its material obligations under this Contract that is caused solely by the actions of the Contractor and such default is not cured by Contractor in a timely fashion pursuant to this subparagraph; and (2) the cessation of Contractor's operations in the normal course of business.

Prior to termination for default under any conditions, and during the period of time from execution of this Contract, the VIHFA shall notify the Contractor in writing of the default condition and shall allow the Contractor ten (10) calendar days within which to affect a cure. If the cure is not affected, the Authority will send a termination notice stating the basis for termination, and the date upon which such termination will become effective.

Contractor: 

VIHFA: 

In the event of Contractor's uncured default, the VIHFA shall pay the Contractor for all acceptable Services completed up to the date of the effective date of the termination.

21. CONFLICT OF INTEREST

- a. Contractor covenants that is 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.
- b. Contractor further covenants that none of its officers or directors are a territorial officer or employee (i.e. the Governor, Lt. Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government of any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis).

22. NON-DISCRIMINATION

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

23. NOTICE

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

VIHFA:

Interim Executive Director
VI Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802-6447
Attention: Dayna Clendinen, Interim Executive Director

CONTRACTOR:

Business Technology Group
2013 Live Oak Blvd., Ste. N, Unit 109
St. Cloud, FL 34771
Attention: Sandra Bonilla, CEO

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.

Contractor: 

VIHFA: 

24. LICENSURE

The Contractor is duly licensed by the Government of the Virgin Islands Department of Licensing and Consumer Affairs, Licensing Division. This license has been granted to the Contractor in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to licensing of businesses and occupation, and compliance with the provisions of 10 V.I.C., Sec 41 relating to the Civil Rights Act of the Virgin Islands.

25. NOTICE OF FEDERAL FUNDING

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

26. DEBARMENT CERTIFICATION

By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency.

27. 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 regard as stricken and the validity, legality an enforceability of the remaining provisions shall not in any way be affected or impaired.


28. COUNTERPARTS

This Contract may be executed in counterparts, each of which will be deemed an original.

29. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of the Contract, are merged herein.

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Contractor: 

VIHFA: 

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

WITNESSES:

BUSINESS TECHNOLOGY GROUP



JOSE E. RIVERO

(1) Print



(2) Sign

Angel Villarroel

(2) Print



Sandra Bonilla Zavala

CEO

Date: 10/14/2022

STATE OF ~~FLORIDA~~ Texas

COUNTY OF ~~LAKE~~ Wise

ACKNOWLEDGMENT

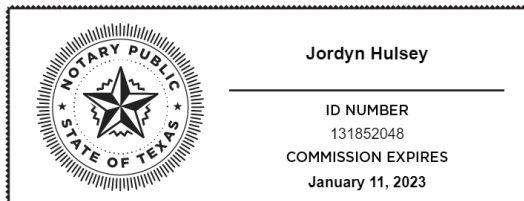
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On this 14th day of October, 2022, before me, the undersigned officer Sandra Bonilla Zavala, personally appeared, who acknowledged themselves to be the person whose name is subscribed to the within contract, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **BUSINESS TECHNOLOGY GROUP**.

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

(SEAL)



Notarized online using audio-video communication



NOTARY PUBLIC

My Commission Expires: 01/11/2023

Contractor: 

VIHFA: 

Approved for Legal Sufficiency:



Karabo Molyneaux-Molloy, Esq.
Dated: 25 day of October, 2022

WITNESSES:


(1) Sign

Rich Grant
(1) Print


(2) Sign

Nicole Roberts
(2) Print

VI HOUSING FINANCE AUTHORITY


Dayna Clendinen
Interim Executive Director

Date: 10/26/2022

ACKNOWLEDGMENT

**TERRITORY OF THE VIRGIN ISLANDS) ss:
DISTRICT OF ST. THOMAS & ST. JOHN)**

On this 27th day of October, 2022, before me, the undersigned officer, **DAYNA CLENDINEN**, personally appeared, who acknowledged herself to be the Interim Executive Director of the Virgin Islands Housing Finance Authority, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the VIHFA as Interim Executive Director.

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

(SEAL)


NOTARY PUBLIC

My Commission Expires: _____

Contractor: 

Damali Rogers
GOVERNMENT NOTARY PUBLIC
Virgin Islands Housing Finance Authority
GNP-17-22
At the Pleasure of the Lieutenant Governor
STT/STJ USVI DISTRICT

VIHFA: 


LIST OF APPENDICES

APPENDIX A: SCOPE OF SERVICES

APPENDIX B: MAXIMUM PER DIEM RATES AND DEFINITIONS

APPENDIX C: HUD PROVISIONS

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VIHFA: 


APPENDIX A
Scope of Services


PHASE 1

Assessment

During this phase BTG will partnership with VIHFA to evaluate VIHFA IT environment to give a complete and realistic picture of the existing IT systems. The assessment will not cause any disruption to the day-to-day work of the organization and/or users workflows.

Services	Scope	Benefits
Comprehensive Infrastructure Overview	<ul style="list-style-type: none"> • Ongoing maintenance of current system • Analysis of the technology needs of VIHFA • Assessment of necessary upgrades to existing systems and improvements to create a well-functioning, reliable infrastructure • Design a new system to meet our technology needs at an affordable price; Determine upgrades and/or replacement of existing servers; Recommend software • Plan the implementation of the new system 	Broad network of systems, software applications, and devices.
Penetration Testing	Exploit vulnerabilities or otherwise defeat the security controls and features of a system without impacting systems or end-user daily tasks.	
Vulnerability Scanning	It only takes one point of vulnerability for an attack to have a major impact on an organization. As part of the infrastructure assessment, a vulnerability assessment will be conducted to identify any areas of weakness.	

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Cybersecurity Scorecard	To understand current level of protection against relevant cybersecurity threats ○ Office 365 security – Exchange Online Protection ○ Active Directory ○ Servers & Endpoint \ Updates
Recommendations for Optimization	Provide a series of recommendations for optimizing aspects of their current network and systems which weren't not scoped on the initial proposal. ○ Provide written documentation on the new system ○ User training in the system's day-to-day operation

PHASE 2

Selection and Design

Business Technology Group (BTG) has its own Private Cloud located in Canada and United states which provides servers hosting, disaster recovery, backup, and SasS (Software as a Service) services for different verticals including government agencies on the Virgin Islands, healthcare, electrical and manufacture industries in Puerto Rico.

BTG Private Cloud takes the necessary steps to protect customer data to ensure security and availability by implementing high levels of transparency, standards, governance, and regulatory compliance:

- ISO 27001, ISO 27017, ISO 27018, ISO 27701, HIPAA Compliance, PCI, SA

PHASE 3

Servers Virtualization and Upgrade – On-premises (Hybrid)

OS: Windows Server 2019

Solution: Hyper-V

Services	Scope	Benefits
Servers Virtualization	<ul style="list-style-type: none"> • Three on-premises servers upgrades and virtualization using Hyper-V • These are Windows Servers located in STT offices. <p>Note: After assessment (phase 1) we will recommend if additional hardware license is needed.</p>	Cost Savings Increases Uptime Improves Efficiency Image based backup

Note: SAP server needs upgrade confirmation.

Backup & Disaster Recovery


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Solution: Veeam Backup & VMware for virtual machines
 Hosting Location: BTG Private Cloud 2 USA locations

Services	Scope	Benefits
Backup - Restore – Veeam & Disaster Recovery	<ul style="list-style-type: none"> • Three virtual machines • Servers replication with Veeam backup even when the virtual machine runs Hyper-V. • Instant Recovery- if any of the on-premise servers (file servers, main AD) goes down, BTG can use the latest snapshot and run it as the production server in the cloud until another server can be restored on-premises, this will avoid downtime or user impact. 	Convenience - access data from anywhere, anytime with an internet connection. Security – data protection from threats such as theft, flooding, fire, and others. Use of Existing Systems -- seamlessly integrates with existing systems

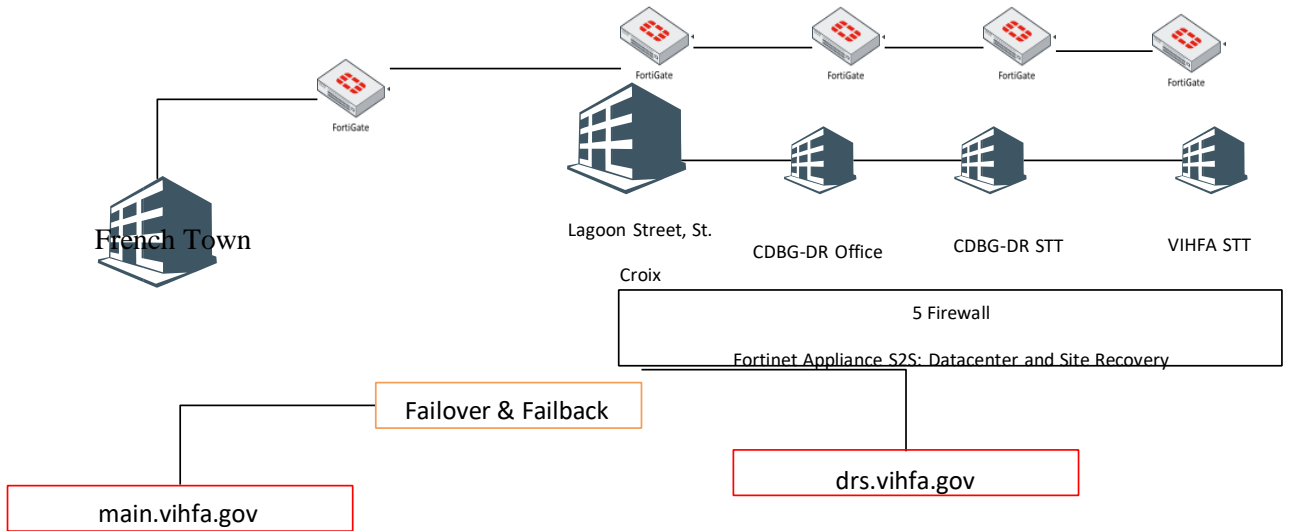
REMAINDER INTENTIONALLY LEFT BLANK

Contractor: 

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**VIRGIN ISLANDS
 HOUSING FINANCE AUTHORITY**
 3438 Kronprindsens Gade - GER5 Complex 1st Floor - Suite 4
 St. Thomas, U. S. Virgin Islands 00802
 Telephone: (340) 772-4432 - Fax: (340) 772-4002



Firewall

Main Data Center



Firewall

Site Recovery

This initial proposal consists of two sites on the cloud:

- Main Cloud Datacenter
- Cloud Site Recovery

Our main objective is to virtualize on-premises servers with Microsoft Hyper-V after operating system upgrade, which will replicate with the Main Datacenter.

The Main Cloud Datacenter will have a bandwidth of 2GB (Upload - Download) and the communication between On-Premises and the Main Cloud Datacenter will be through a SDWAN using a Fortinet appliance for constant replication between the Hyper-V Hosts (on-premises) and the Main Cloud Data Center.

The third Datacenter is the Disaster Recovery which will contain a backup of the virtual machines located in the Main Datacenter and in addition, will contain replicas in case of an On-Premises failure and Main Datacenter we would have a third location to access the virtual machines of the organization.

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The Main Data Center (cloud) and Site Recovery will include a minimum of:

- 48 CPUs,
- 512 RAM
- 12 TB
- Windows 2019 Datacenter
- VMWARE 7.x.
- Security Feature Cloud Server
 - Threat Prevention ○ Virus Blocker Lite ○ Web Filter ○ Phish Blocker
 - SSL Inspector ○ Intrusion Prevention ○ Policy Manager ○ Firewall ○ Branding Manager ○ OpenVPN ○ WAN Failover ○ Reports
 - WAN Balancer ○ Ad Blocker ○ IPsec VPN ○ Tunnel VPN
 - Application Control ○ VPN Client (Remote Access)
 - Web Cache ○ Spam Blocker
 - Bandwidth Control ○ Directory Connector ○ Virus Blocker ○ Web Monitor
 - Application Control Lite

This configuration can support an environment growth of 20 Virtual Machines with a capacity of 2 CPU X Virtual Machine and 16 GB Ram.

For each location a Fortinet Appliance (5 DEVICES) is included in order to optimize the communication between sites (S2S & SDWan) each appliance will have 2 site-to-site configured:

- One for communication to the Main Cloud Datacenter
- Other for the Site Recovery (cloud).
- In case of communication failure, it would have redundancy to access the cloud servers in both ways.
- The internal communication between the virtual machines located in the cloud environment will be configured for 10 GB network communication.
- Each Cloud Datacenter will include 5 IP addresses and will include the Virtual Security Operation Center (VSOC).
 - BTG VSOC will allow to easily monitor the security of the systems in real-time, to centralize command and control the security operations, have a better view into the security posture of the organization, and a one-stop for all the security monitoring and incident response needs.
 - VSOC will be extended to all branch offices and Workstation. ○ It includes our Monitoring and Ticketing System - Andromeda.

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Ticketing System for VIHFA

Services	Scope	Benefits
Ticketing System - Andromeda	<ul style="list-style-type: none"> • IT Department ticketing system installation and configuration • AD sync – users will be able to use their domain account. <p>Virtual Server (Windows Server 2016 or later) with 4 cores, 32GB Ram and 1TB Storage.</p> <p>In case the customer doesn't have the infrastructure to support the ITSM solution, BTG can rent or lend a virtual environment with the required capabilities for an additional cost.</p>	<p>Will help the IT Department monitor and manage the services, requests, incidents and administration of the entire IT operation in an ITIL environment from a single platform. At the same time, will provide tools like a ticketing system and service management for better customer service.</p>

Phone System Migration

If the current platform can be virtualized and/or compatible with Hyper-V, BTG can accomplish the virtualization of the PBX system. We didn't include activities related to PBX migration from on premise to the cloud.

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PHASE 4

Microsoft 365 Security Cybersecurity Monitoring

Using Microsoft 365-E5 BTG can monitor for current cyber threats and protect business network, applications, and users round-the-clock. Using Microsoft platform and security solutions we can get real time alerting, log management, and compliance ready for reporting.


Services	Scope	Benefits
Office 365 Security (Cybersecurity)	Check Secure Score Turn on audit logging Configure tenant security Connect Cloud App Security Enable Azure AD Identity Protection Secure SharePoint sites and files Enable data governance policy Review Compliance Manager Enable multi-factor authentication Review & update protection policies Use Azure AD Identity Protection	A single service provider responsible for the security and reliability of the cloud system for that reason the IT staff can do other projects and increase their knowledge/training on computer systems.
Phishing Campaign	Top level campaign results Organizational trend of caught employees and reporters Total users caught Testing coverage Days since the last campaign End user Training Portal	Effective way to educate users and increase alertness level to phishing attacks including Spoofing, Impersonation and Content Based Attacks.

<p>Vulnerability Scan (Microsoft Defender Advanced Threat Protection)</p>	<p>Windows Defender ATP EDR Threat & Vulnerability Management Network protection Exploit protection Reputation analysis Isolation Application control Antivirus Attack surface reduction</p>	<p>Endpoint behavioral sensors: Embedded in Windows 10, these sensors collect and process behavioral signals from the operating system and send this sensor data to your private, isolated, cloud instance of Microsoft Defender ATP.</p> <p>Cloud security analytics: Leveraging big- data, machine-learning, and unique Microsoft optics across the Windows ecosystem, enterprise cloud products, and online assets, behavioral signals are translated into insights, detections, and recommended responses to advanced threats.</p> <p>Threat intelligence: Generated by Microsoft hunters, security teams, and augmented by threat intelligence provided by partners, threat intelligence enables Microsoft Defender ATP to identify attacker tools, techniques, and procedures, and generate alerts when these are observed.</p>
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PHASE 5

Review and Evaluation

- Pilot project testing
- Documentation
- Knowledge Transfer
- Training
- Customer support

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APPENDIX B:

MAXIMUM PER DIEM RATES OUTSIDE THE CONTINENTAL UNITED STATES AND DEFINITIONS

COUNTRY/STATE: **VIRGIN ISLANDS US**
 PUBLICATION DATE (MM DD YY): **09 01 22**


NOTES

1. Use the **OTHER** rate if neither the **CITY, PLACE, ISLAND**, nor **MILITARY INSTALLATION** is listed.
2. For other allowances that are based on per diem rates (e.g., **TLE, TLA, TQSE, TQSA**), see the appropriate rules for those allowances regarding what per diem rate to use.
3. The standard **ONBASE INCIDENTAL RATE is \$3.50** OCONUS wide.
4. When **Government meals** are directed, the appropriate Government meal rate, as prescribed in [Appendix A](#), is applicable.
5. Per Diem Rate = Max Lodging + Meals (Local Meals, [Proportional](#), or [Government](#)) + Incidental Rate (Local or OnBase)

* All rates are in US Dollars

Locality	Seasons (Beg-End)	Maximum Lodging	Local Meals	Proportional Meals	Local Incidental	Footnote	Footnote Rate	Maximum Per Diem	Effective Date
ST. CROIX	04/15-12/14	247	96	56	24			367	04/01/2022
ST. CROIX	12/15-04/14	299	96	56	24			419	04/01/2022
ST. JOHN	05/01-12/03	170	98	57	25			293	04/01/2022
ST. JOHN	12/04-04/30	230	98	57	25			353	04/01/2022
ST. THOMAS	04/15-12/15	249	95	56	23			367	04/01/2022
ST. THOMAS	12/16-04/14	339	95	56	23			457	04/01/2022

*Use the **OTHER** rate if neither the **CITY, PLACE, ISLAND**, nor **MILITARY INSTALLATION** is listed.

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**Joint Travel Regulations, Volume 2, DoD Civilian Personnel,
Appendix A, prescribed by the Department of Defense, for travel in Alaska,
Hawaii, and outlying areas of the United States.**

PER DIEM ALLOWANCE is also known as a subsistence allowance and is a daily payment instead of actual expense reimbursement for lodging, meals, and incidental expenses. A per diem allowance is separate from transportation expenses and other reimbursable expenses. Lodging taxes in the U.S. (CONUS and non-foreign OCONUS) are excluded from the per diem allowance and are reimbursed as a separate expense. In foreign locations, lodging taxes are part of the per diem allowance and are not a separate expense.


A. Lodging is overnight sleeping facilities, including Government quarters, baths, personal use of the room during daytime, telephone access fees, service charges for fans, air conditioners, heaters, and fireplaces furnished in rooms when not included in the room rate. Lodging does not include expenses for sleeping accommodations on airplanes, trains, buses, or ships. Sleeping accommodations on airplanes, trains, buses, or ships are a transportation cost and are not covered by per diem.

B. Meals are breakfast, lunch, dinner, and related taxes and tips. Meals do not include expenses incurred for alcoholic beverages, entertainment, or expenses incurred for other persons.

C. Incidental expenses are fees and tips, laundry while at an OCONUS location, taxes, and service charges. 1. Incidental expenses include fees and tips for porters, baggage carriers, hotel staff, and courtesy transportation. See JTR par. 020207-D regarding baggage-handling costs incurred by a traveler with a disability or special need, and Table 2-13 for transportation related tips. 2. At OCONUS locations only, incidental expenses include laundry, dry cleaning, and pressing of clothing. 3. Incidental expenses also include taxes and service charges for any authorized incidental expense, other than vendor surcharges for using a credit card.

PER DIEM RATES are the maximum rate prescribed for specific locations. For current per diem rates, see the Defense Travel Management Office website.

<https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>

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Appendix C.

HUD General Provisions

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE


Construction Project Manager and Subcontractors 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

The Authority 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 Construction Project Manager and Subcontractors violate or breach any contract term. If the Construction Project Manager and 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 Construction Project Manager and Subcontractors shall complete and submit all reports, in such form and according to such schedule, as may be required by the Authority. The Construction Project Manager and Subcontractors shall cooperate with all the Authority 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.

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5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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


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

The Construction Project Manager and Subcontractors 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

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

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

The Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors shall notify the Authority 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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors shall provide the Authority any additional information necessary for the Authority to fully assess and address such actual or potential conflict of interest. The Construction Project Manager and Subcontractors shall accept any reasonable conflict mitigation strategy employed by the Authority, 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. ASSIGNABILITY


The Construction Project Manager and Subcontractors 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 the Authority.

17. INDEMNIFICATION

The Construction Project Manager and Subcontractors shall indemnify, defend, and hold harmless the Authority 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 Construction Project Manager and Subcontractors in the performance of the services called for in this contract.

18. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The General 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.

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19. 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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the General 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.

20. DAVIS-BACON ACT


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

The Construction Project Manager and Subcontractors 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 General 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.

21. TERMINATION FOR CAUSE

If, through any cause, the Construction Project Manager and Subcontractors shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Construction Project Manager and Subcontractors shall violate any of the covenants, agreements, or stipulations of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors under this contract shall, at the option of the Authority, become the Authority's property and the Construction Project Manager and Subcontractors shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Construction Project Manager and Subcontractors shall not be relieved of liability to the Authority for damages sustained by The Authority by

Contractor: 

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virtue of any breach of the contract by the Construction Project Manager and Subcontractors and the Authority may withhold any payments to the Construction Project Manager and Subcontractors for the purpose of set-off until such time as the exact amount of damages due to the Authority from the Subcontractor is determined.


22. TERMINATION FOR CONVENIENCE

The Authority may terminate this contract at any time by giving at least 30 days' notice in writing to the Construction Project Manager and Subcontractors. If the contract is terminated by the Authority as provided herein, the Construction Project Manager and Subcontractors will be paid for the time provided and expenses incurred up to the termination date.²⁴
SECTION 503 OF THE REHABILITATION ACT OF 1973

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


Equal Opportunity for Workers with Disabilities

- a. The Construction Project Manager and Subcontractors will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Construction Project Manager and Subcontractors 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;

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- viii. Activities sponsored by the General Contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Construction Project Manager and Subcontractors agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c. In the event of the Construction Project Manager and Subcontractors' noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d. The Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Construction Project Manager and Subcontractors must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Construction Project Manager and Subcontractors may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - e. The Construction Project Manager and Subcontractors will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Construction Project Manager and Subcontractors is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - f. The Construction Project Manager and Subcontractors will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Construction Project Manager and Subcontractors will take such action with respect to any subcontract or purchase order as the Deputy

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Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25 . EXECUTIVE ORDER 11246

The Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors agrees as follows:

- A. The Construction Project Manager and Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non- discrimination clause. The Construction Project Manager and Subcontractors shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Construction Project Manager and Subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Project Manager and Subcontractors , state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Construction Project Manager and Subcontractors will send to each labor union or representative of workers with which it 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 General

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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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors' noncompliance 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 Construction Project Manager and Subcontractors 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.** Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors. The Construction Project Manager and Subcontractors 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 General Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Construction Project Manager and Subcontractors may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES

The Construction Project Manager and Subcontractors certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their

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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 Construction Project Manager and Subcontractors agree that a breach of this certification is a violation of the equal opportunity clause of this contract.

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


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

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Construction Project Manager and 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 Construction Project Manager and Subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Construction Project Manager and 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.

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- B.** Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C.** A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.


- D.** Agreement by the Construction Project Manager 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 General Contractor will take such action as the government may direct as a means of enforcing such provisions.


28. LOBBYING

The Construction Project Manager and Subcontractors 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 Construction Project Manager and Subcontractors, 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 Construction Project Manager and Subcontractors shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- (3) The Construction Project Manager 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


29. BONDING REQUIREMENTS

The Construction Project Manager and Subcontractors shall comply with the Authority bonding requirements, unless they have not been approved by HUD, in which case the Construction Project Manager and Subcontractors shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Construction Project Manager and Subcontractors for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the General Contractor’s/Subcontractor’s obligations under such contract.
- (3) *A payment bond on the part of the Construction Project Manager and Subcontractors 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 (for construction related contracts exceeding \$200,000)

- A. The work to be performed under this contract is subject to the requirements of 24 CFR Part 75. This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that

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economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

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

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

- B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which 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 75 regulations.
- C.** The Construction Project Manager and Subcontractors agree to identify all those individuals that will be working on the project by name, address, job title and wage rate, with the exception of those specifically excluded under paragraph D.. Thereafter, weekly payroll records will be submitted for those working on all sites. Upon adding any new worker to the payroll, the above information must be submitted.
- D.** Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit

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and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. Construction Project Manager and Subcontractors should not include the labor hours worked for professional services jobs in the total labor hours worked on the project (pursuant to 24 CFR 75.25(a)(4)). However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, Construction Project Manager and Subcontractors should report their labor hours in the applicable worker hour category. By structuring the requirements in this way, the regulation incentivizes grantees and contractors to hire Section 3 or Targeted Section 3 workers for professional services jobs without creating undue burden if qualified Section 3 workers are not available to fill these roles.

a. Section 3 workers are defined as workers whose salary/wages are at or below those of a one-person household at 80% of AMI (based on St. John income standards).⁷ b. Targeted Section 3 workers are those workers either employed by a Section 3 business or who live within a one-mile radius of the project location.


- E.** Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

31. FAIR HOUSING ACT

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

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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Construction Project Manager and Subcontractors are required to report the following information for any contract or subcontract exceeding \$30,000:

- Name and Address of organization
- System for Award Management (SAM) Cage Code

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

www.USASpending.gov.

33. PROCUREMENT

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


34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the Construction Project Manager must complete a Change Order Request Form. This form and supporting documentation must be delivered to the VIHFA Project Manager for review. Each change order must have a cost analysis. Change orders can only be invoiced once approved by the Chief Disaster Recovery Officer and/or Executive Director. The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Construction Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. ENVIRONMENTAL REVIEW

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24

C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for programeligible activities.

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

36. LEAD BASED PAINT

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

37. ENVIRONMENTAL REVIEW RECORD

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

38. FLOOD INSURANCE REQUIREMENTS


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

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. ANTI-FRAUD, WASTE AND ABUSE CHECKS

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

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41. AFFIRMATIVELY FURTHERING FAIR HOUSING

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

42. DRUG FREE WORKPLACE

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


43. TIMELY DISTRIBUTION OF FUNDS


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

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

44. PROPERTY MANAGEMENT AND DISTRIBUTION

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The

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standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, Construction Project Manager and Subcontractors funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.


46. PERSONALLY IDENTIFIABLE INFORMATION


In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a Construction Project Manager and Subcontractors or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. UNIFORM RELOCATION ACT

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE

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PLAN. Per Section 104(d) of the Housing and Community Development Act of 1974
§ 42.325

(a) Certification.

- (1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
- (2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS


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

50. MONITORING

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

51. PROCUREMENT OF RECOVERED MATERIALS


A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Construction Project Manager and Subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

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requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF DOCUMENT

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THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
BUSINESS LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

Licensee:	SB BUSINESS TECHNOLOGY GROUP CORP.	
Trade Name:	SB BUSINESS TECHNOLOGY GROUP CORP.	
Mailing Address	Physical Address	
2013 LIVE OAK BLVD SUITE N UNIT #109 ST CLOUD FL 34771	14-62 & 63 BONNE RESOLUTION CHARLOTTE AMALIE ST. THOMAS VI 00802	
Business No:	57642	License No: 1-57642-2L
Types of License(s) Development of Computer Programs or Systems		

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2022

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 10/12/2022 until 10/31/2023
Printed on 10/12/2022
Issued at St. Thomas, V.I.
Fee 130.00

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS