

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

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REQUEST FOR PROPOSAL RFP 009-2024-STX/STT/STJ

WEBSITE DESIGN & MAINTENANCE

The Virgin Islands Office of Disaster Recovery (ODR) seeks the services of qualified firms to provide design and maintenance services for the Office of Disaster Recovery.

Virgin Islands Office of Disaster Recovery
RFP 009-2024-STX/STT/STJ
REQUEST FOR PROPOSALS
Website Design and Maintenance

1.0 INTRODUCTION

The Virgin Islands Office of Disaster Recovery ("ODR"), a subsidiary division of the Virgin Islands Public Finance Authority ("PFA"), an independent instrumentality of the Government of the United States Virgin Islands, is soliciting proposals from qualified and licensed firms ("Respondents") to redesign and maintain the ODR website (www.usviodr.com). The ODR is expanding and enhancing the site's ability to share, track, organize, and categorize projects, pictures, reports and other information related to the territory's disaster recovery efforts. ODR anticipates the continued ease of navigation of media content to increase user interaction and integration of financial and project information. The successful bidder will be responsible for designing, developing, updating, hosting, and maintaining a new ODR website within the terms of the agreement.

Respondents must outline their approach to providing website development and maintenance services, as more fully described in Section 2. The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this request for proposals (RFP). Respondents must respond to all components of the scope.

1.1 CONTEXT

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (U.S. Virgin Islands or "the Territory"). The two back-to-back Category 5 storms in September 2017 caused significant damage and destruction to roads and public facilities. The entire population—over 100,000 residents—was impacted by the devastation brought on by the storms, with winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria came behind and caused water damage to all the unprotected structures in the St. Thomas/St. John district while inflicting severe damage on St. Croix.

The United States Virgin Islands is the recipient of Public Assistance (PA) and Hazard Mitigation Grant (HMGP) funding from FEMA, Community Development Block Grant disaster funding from HUD and Federal Highway Emergency Relief (FHWA – ER) funding.

In the spring of 2020, the territory, along with the rest of the country, was impacted by the worldwide COVID-19 pandemic. As a result, federal funds have been made available to the territory from various sources to assist in disaster recovery efforts, including the American Rescue Plan Act (ARPA). The Territory is also the recipient of funding through the Infrastructure Investment and Jobs Act (IIJA) of 2021. The ODR will continue to expand as additional federal funding for disasters and infrastructure improvements becomes available.

With access to the various sources of federal funds, the Territory seeks specialized assistance as it develops a coordinated approach to redeveloping its infrastructure and rebuilding resiliently in compliance with federal regulations to include but not limited to all current and future disasters.

2.0 SCOPE OF SERVICE

The goal is to develop a new site using the latest web technology to foster effective and efficient communication between the ODR and the public with an emphasis on streamlining the reporting of financial and project information as well as increasing the site’s functionality. The new site will offer increased ease and access to project information, expansion of capabilities, integration of additional disasters and funding sources, and overall, a more user-friendly platform for both ODR and the end user. Any additions will seamlessly integrate audio/video content, charts, graphs, and infographics.

DETAILS OF SCOPE OF SERVICES

Task	Description
Hosting & Maintenance	Execute functionality enhancements and updates; Maintain hosting and analytics accounts, and accessibility features and recommend add-ons to secure continuity
Updates	Develop a user-friendly method to update all financial and project data
Design	Ability to redesign the ODR website as well as delineated financial and text additions within a reasonable agreed-upon timeframe utilizing the current hosting format WordPress or other user-friendly platform
Data Updates	Able to execute timely updates of all financial and project data; Provide training and manual to ODR staff to complete updates to all aspects of the site independently
Platform Compatibility	Utilize WordPress or a similar user-friendly platform for maintenance, hosting, and updates
Back-ups and Logins	Give the ODR clear instructions to access the domain and all accounts created to develop and manage the website
Tracking	Ability to house and track data for multiple disasters
Reporting	Ability to produce reports
Dashboards	Ability to develop dashboards
Scalability	Ability to handle increases in demand for access, pages, data, graphics or users
Proprietorship	ODR will be the sole owner of all data, as well as any custom-built technology/software
Backup	Ability to access and download a backup of the site, data and all functionalities of usviodr.com
Document Management	Ability to manage documents, including photos and video
On-Demand Services	Complete enhancements or minor changes on request

The capability of firms submitting proposals shall cover the full spectrum (“start to finish”) of the defined project. Respondents and sub-contractors to this RFP are each required to pay U.S. Virgin Islands gross receipt taxes (GRT) of five percent (5%); provided Respondents and sub-contractors for overall earnings that equate to or exceed \$30,000.00 shall have GRT paid to the Bureau of Internal Revenue prior to GVI’s disbursement of balance of funds.

The selected Respondents shall supply the required personnel and the professional expertise to deliver an exceptional product.

2.1 WEBSITE DESIGN STANDARDS

Respondents are expected to be familiar with design and communication standards applicable to USVI recovery projects and federal grantees. The following are current standards (subject to change):

- Americans with Disabilities Act.
- Section 504.

2.2 MAINTAIN AND ENHANCE FUNCTIONAL AND TECHNICAL SITE CAPABILITIES

The scope of services required by the RFP requires the continuity or enhancement of the specifications outlined below:

SITE SPECIFICATIONS:

1. CORE REQUIREMENTS

- a. Must be compatible with major browsers such as Microsoft Edge, Mozilla Firefox, Safari, and Google Chrome
- b. Must have browser and Operating System (OS) detection functionality to reconfigure webpage to suit any viewing device (i.e.) mobile device or computer.
- c. Must have JavaScript coding to allow form submission
- d. Must have site-wide search capabilities
- e. Must be designed using HTML5 code
- f. Must be able to link to content (documents, videos, pictures) using social media tools
- g. Site should utilize a Content Management System (CMS)
 - i. provide role-based access and configuration rights to users
 - ii. CMS should be user friendly.
- h. Must be able to provide all current site features
- i. Integrated reporting tools
 - i. Capability of providing periodic reports on specific data via email
 - ii. Number of visitors
 - iii. Frequently accessed pages
 - iv. Browser utilization
 - v. Survey system for polling public opinions
 - vi. Google Analytics 4

2. CUSTOM BANNER/SLIDE SHOW/GRAPHICS

- a. Picture bar with thumbnails to link to news articles, videos, etc.
- b. Images should be clearly visible
- c. Must have a show more link
- d. Banner should have an informational feature to display alerts such as (links to Live Stream page during streaming events, system unavailability)

- e. Ability to manually select different pictures in slideshow, slow transitions or pause transitions
- f. Should have thumbnails of what images are
- g. Should have captions for the images
- h. The home page must have a fair number of graphics, not too much to maintain page load times.
- i. Graphics should be relevant to page and content

3. MOBILE ACCESSIBILITY

- a. No separate mobile website
- b. Scripted to detect mobile devices and reformat site for mobile device
- c. Browser detection for compatibility, cross-browser compatibility
- d. Ability to prioritize mobile content on website for easier viewing

4. NAVIGATIONAL MENUS

- a. Home page must have a pull-out menu, which stays open on when clicked and retracts on the same.
- b. Menu must be clean and organized
- c. Menu must be capable of supporting images

5. QUICK LINKS

- a. Tabbed layout for multiple content groups
- b. Using grouped tabs which will provide different content without sacrificing real estate on the screen and incorporates images into the links
- c. Ability to configure order, list of items

6. SOCIAL MEDIA

- a. Must be able to link to content (documents, videos, pictures) using social media
- b. Must be able to share the pages via links
 - i. Share options, YouTube, print, email, RSS
- c. Should have buttons instead of a drop-down menu

7. HOSTING, MAINTENANCE, SITE TRANSITION

- a. Bidder should provide detailed information on hosting capabilities including bandwidth, server allocation, DNS management, certificate management, secure pages, and cost
- b. Site transition services
- c. Maintenance and site support options and availability
- d. Rates for ongoing site customizations
- e. Accessibility options

8. FUNDING REPORTS/DATA

- a. Add and edit data pages as needed
- b. Streamlined data presentation

2.3 DATA SECURITY MEASURES

To ensure the highest level of data protection and security, the respondent must incorporate the following measures:

1. **SSL Encryption**
Implement Secure Sockets Layer (SSL) encryption for all data transmitted between the user and the website to protect sensitive information.
2. **Regular Security Audits**
Conduct regular security audits to identify and rectify vulnerabilities within the website infrastructure.
3. **Compliance with Data Protection Regulations**
Ensure compliance with all relevant data protection regulations, including but not limited to GDPR, CCPA, and any applicable local laws.
4. **User Authentication**
Implement robust user authentication mechanisms, including multi-factor authentication (MFA) where appropriate, to prevent unauthorized access.
5. **Data Backup and Recovery**
Establish a comprehensive data backup and recovery plan to safeguard against data loss or corruption.
6. **Access Controls**
Implement role-based access controls to restrict access to sensitive information based on user roles and responsibilities.
7. **Malware Protection**
Utilize advanced malware protection solutions to detect and prevent malicious attacks on the website.
8. **Incident Response Plan**
Develop and maintain an incident response plan to promptly address and mitigate the effects of any data breaches or security incidents.

3.0 KEY PERSONNEL

Each proposal shall describe the organizational structure of the proposed team. At a minimum, each proposal shall include:

- An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and subcontractors.
- Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
- Resume for all key personnel.

3.1 Key Personnel Replacement

Key personnel are those considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Respondent can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. ODR reserves the right to re-evaluate the selection of any Respondent if one or more key personnel are replaced within the first six (6) months of contract performance. ODR shall be notified in writing of any proposed substitution at least thirty (30) days in advance. Such notification shall include:

- An explanation of the circumstances necessitating the substitution.
- A complete resume of the proposed substitute.
- And any other information requested by ODR to facilitate the evaluation of the substitution request. ODR reserves the option of reviewing, re-evaluating and rescoring the response to this solicitation and further reserves the option of invalidating the response to this solicitation due to excessive substitutions.

4.0 QUALIFICATIONS

The ODR is seeking Respondents with substantial, relevant experience and success in website development and management for government agencies. The selected Respondents must be able to demonstrate their experience in their proposal submittal adequately. The Respondents must have the administrative infrastructure to effectively design, develop, manage and support the training of ODR staff to update the site. Additionally, respondents should provide detailed information about the experience and qualifications of the respondents' assigned personnel, which are considered key to the success of the project. Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names and contact information for employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

The Respondents should also have a valid Unique Entity ID (UEI) and be registered with the System for Award Management (SAM). A contract will **not** be executed with any firm or individual doing business in the U.S. Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid U.S. Virgin Islands business license by the Department of Licensing and Consumer Affairs or applicable U.S. Virgin Islands entity; corporate entities must be registered to do business with Corporate and Tradename Division of Office of the Lieutenant Governor; and employers must be registered with the Department of Labor with respect to unemployment insurance and workers compensation. Bidders must submit a hard copy of a valid U.S. Virgin Islands business license with their proposal.

4.1 Required Minimum Qualifications of Respondent

The following are required minimum qualifications that should be included with the Respondent's Proposal Package.

- Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business (possess a valid U.S. Virgin Islands business license) with their proposal.
- Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, operational controls, and other necessary technical skills or the ability to obtain them.
- Respondent has established prior experience in successfully performing the scope of services requested.
- Respondent and its employees hold and maintain any and all federal and territorial licenses or certifications as required to perform the services requested.
- Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Respondent has adequate staffing to fulfill the required services throughout the entire contract term.
- Respondents must demonstrate they have knowledge and/or prior experience with website development and maintenance.

A Proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the program from selecting the firm or any person or entity associated or partnering with the firm. Such adverse findings may include, but are not limited to, the following:

- Negative findings from the U.S. Virgin Islands Office of the Inspector General, a Federal Inspector General, the U.S. Government Accountability Office, or an Inspector General in another State or Territory.
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in another State or Territory.
- Pending litigation with the U.S. Virgin Islands or any other State or Territory.
- Suspension or debarment as ineligible of the System for Award Management (SAM).
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Federal, Territorial, State or Local or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale of tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal, Territorial, State, or locally sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent.
- Past or pending voluntary or involuntary bankruptcy proceedings.
- Conviction for fraud, bribery, or grand larceny by any Principal Respondent.
- Listing on the Federal or Territorial excluded parties' lists.

Additionally, the selected firm must have or hire individuals or firms with all the qualifications, knowledge, skills, and abilities for their assigned tasks.

ODR desires that the firm's resources meet or exceed the criteria listed in Part 2: Scope of Service and Part 5: Qualifications.

5.0 TERM OF ENGAGEMENT

The duration of services to be performed by the selected Respondents is two (2) years, with two (2) one-year option periods at the discretion of ODR.

In addition, the ODR reserves the right to modify and/or terminate the contract(s) and any task orders for cause or convenience in accordance with the terms of the contract(s).

The selected Respondents must be prepared to commence these services within fifteen (15) days of the issuance of a contract(s) and task order(s) at the direction of the ODR Communications Manager or ODR Director.

6.0 PRICE AND PAYMENT

The Respondent shall submit the **Enclosure Document F - Bid Sheet** with an hourly rate and other costs, by email, to ODR_EBIDS@usvipfa.com. The Respondent may also provide a comprehensive write-up regarding the project cost. This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable based on the criteria of this solicitation.

Payments to the successful firm will be made on a monthly basis based on services performed. All bid pricing must be valid for 120 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.

The contract will be funded, in whole or in part, by federal funds. Therefore, funding and payment of the contract will be subject to the requirements of the federal funding sources utilized by ODR. The prime Contractor is responsible for submitting all required documentation for payment to ODR. The contract requires compliance with federal terms and conditions for federal grants such as 2 CFR 200 (**Attachment 1**).

Please note, the information requested in the **Enclosure Document F Bid Sheet** may not necessarily reflect what the structure of the final contract will be.

7.0 USE OF SUBCONTRACTORS

ODR may have a single or multiple Prime Contractor(s) as the result of any contract negotiation, and that Prime Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter subcontractor arrangements, however, they shall acknowledge in their proposal, total responsibility for the entire contract.

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

Unless provided for in the contract with ODR, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of ODR.

The Prime Contractor shall be responsible for fulfillment of all terms of the contract, timing, and payments to subcontractors regardless of funding provided by ODR. **The prime Contractor must include Exhibit G Subcontractor Statement in their proposal, which affirms the following: “I have read and understand the RFP, and final version of the proposal submitted by (Proposer).”**

8.0 ISSUING AND PROCURING OFFICE

This RFP is being issued for the Virgin Islands Office of Disaster Recovery (ODR), a subsidiary division of the Virgin Islands Public Finance Authority, an independent instrumentality of the Government of the United States Virgin Islands by the Issuing office listed below. Please refer all inquiries to:

Virgin Islands Office of Disaster Recovery (ODR)
Virgin Islands Public Finance Authority
ATTN: Adrienne L. Williams-Octalien, Director
14A & 14C Strand Street Frederiksted, St. Croix VI 00840

From the issue date of this RFP until a determination is made regarding the selection of a Respondent, **refer all contacts concerning this RFP to procurements@usvipfa.com**. Any violation of this condition is cause for the ODR to reject a Respondent’s package. The ODR will NOT be responsible for any oral information given by any employees.

Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this RFP. The issuance of a written addendum by the ODR is the only official method by which interpretation, clarification or additional information can be given. If the ODR amends this RFP, they will email the addenda to all potential Respondents.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda. It is the responsibility of the potential Respondents to update all contact information and contact the ODR to ensure that they receive all addenda prior to the submittal of the proposal package. The proposal package will be considered non-responsive if all modifications are not incorporated.

9.0 REQUESTS FOR PROPOSALS SCHEDULE

The following Schedule of Events represents ODR’s estimate of the timetable that will be followed in connection with this solicitation:

EXPECTED RFP SCHEDULE OF EVENTS	
RFP Posted	Tuesday, October 15, 2024
Mandatory Pre-Proposal Conference	Tuesday, October 22, 2024 at 10:00 am AST
Vendor Questions Due	Wednesday, October 23, 2024 by 4:00 pm AST
Questions/Answers (Distributed as an Addendum)	Friday, October 25, 2024
Proposals Due	Friday, November 1, 2024 by 4:00 pm AST

Please note that the RFP timeline includes target dates and may change. ODR reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. ODR will communicate adjustments to any event in the Schedule of Events in the form of an addendum to this RFP. If the ODR amends this RFP, they will email the addenda to all potential Respondents and post it on the ODR website. The ODR will NOT be held responsible if any potential Respondent does not attend the mandatory pre-proposal conference and provide current contact information to receive all addenda via email.

The ODR will conduct a virtual mandatory pre-proposal conference on Tuesday, October 22, 2024 at 10:00 am AST Standard Time (“AST”). Participants may join the meeting virtually via Microsoft Teams by clicking below or entering the Meeting ID and Passcode at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

Join the meeting now

Meeting ID: 282 747 803 516

Passcode: XRzAoy

It is highly recommended that the prospective Respondent thoroughly review the requirements of the RFP before the mandatory pre-bid conference. All prospective Respondents are required to attend the pre-bid conference.

10.0 NUMBER OF AWARDS

ODR anticipates awarding one contract pursuant to this RFP. Nothing in this RFP shall be construed in derogation of ODR’s right, in its sole discretion, to cancel this RFP or award multiple contracts.

11.0 CONFLICT OF INTEREST

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

A Respondent must also disclose any existing contractual work for the USVI Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by the Respondent; identity any potential conflict of interest and must certify that the Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this RFP.

12.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The Offeror shall provide a statement with its offer that describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential conflicts of interest relating to services to be provided under this solicitation. The Offers shall also provide statements with its offer containing the same information for any consultants or subcontractors identified in its proposal that will be providing services under the solicitation.

Based on the information received from the Offeror and any other information solicited or obtained by the Authority during the procurement process, the Contracting Officer may determine that an organizational conflict of interest exists that would warrant disqualifying the Contractor for award of the Contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction. If the conflict of interest cannot be mitigated, the Contracting Officer shall determine if it is in the best interest of the Authority to remove the proposal from further consideration.

Nondisclosure or misrepresentation of an actual or potential organizational conflict of interest at the time of the offer or arising as a result of a modification to the Contract may result in termination of the Contract with no expense to the ODR or PFA.

13.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Respondents that are not DBEs are encouraged to consider partnering, or other joint venture arrangements with certified DBE firms to achieve the prescribed goals and to give DBE firms the opportunity to participate.

14.0 PROTESTS

Respondents wishing to file a bid protest shall utilize the Virgin Islands Public Finance Authority's Procurement Protest Procedures ("Procedure"). A copy of these Procedures may be obtained from the Procurement and Contracts Manager. All protests shall be submitted to the Authority's Director of Finance and Administration ("Contracting Officer.")

15.0 GENERAL FEDERAL GRANT REQUIREMENTS

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars and required federal contract clauses pursuant to 2 CFR Part 200 Appendix II. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

16.0 STANDARD CLAUSES FOR CONTRACTS WITH ODR

Because the ultimate contract will be between the Respondent and ODR, the contract shall be governed by certain standard ODR terms and conditions. Respondent shall certify that it will adhere to the terms and conditions set forth in the contract, and any subsequent changes deemed appropriate by ODR.

17.0 PROPOSAL FORMAT & CONTENT

To be considered for award, the proposal shall meet the following requirements. Failure to meet the requirements as outlined will disqualify the Respondent.

The proposal must include:

A. Cover Letter – Complete Enclosure Document A

- The cover letter should be on the company's official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in their submittal.
- The letter should acknowledge the receipt of all addenda.
- It shall state if awarded the contract, that the firm will be solely responsible for all aspects of the engagement, including any portion that may be performed by its subcontractors, if any.
- It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- It should also state that the proposal will remain in effect for a period of 120 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- Confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- The Respondent must also disclose and identify any existing contractual work for the USVI Territorial Government, whether directly or through a parent company, subsidiary company or associated company, or independent contractor(s) hired by Respondent; identify any potential conflict of interest, and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by Respondent has assisted with preparing this RFP.

B. Executive Summary

- A summary of the Respondent's qualifications.
- A brief statement of the Respondent's understanding of the scope of service to be performed.
- Ability to meet the overall requirements in the timeframes requested by ODR.
- Confirmation that the Respondent has any appropriate territorial business license(s) required for this proposal or its intention to obtain such business license.
- Confirmation that the Respondent has not had a record of substandard work within the past five (5) years.
- Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- Confirmation that Respondent has adequate financial resources for performance or has the ability to obtain such resources as required during performance.
- Has a written agreement with any person or subcontractor listed in the proposed project staff or team.

- Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP.
- Provide a descriptive list of any and all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Respondent or any of its officers, directors, or management personnel were or are defendants or targets of investigation.
- Provide a descriptive list of any and all civil lawsuits in the past five (5) years in which the Respondent or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000.
- Pending Litigation Notifications - Respondents must provide statements in the Executive Summary regarding the following even if there are/were no such proceedings:
 - The Respondent shall provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details.
 - The Respondent shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Respondent, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Respondent's performance in a contract under this RFP.
 - The Respondent shall provide a statement documenting all open, pending or resolved litigation initiated by Respondent or where Respondent is a defendant in a customer matter within the past ten (10) years.
- Any other information that the Respondent feels appropriate.

C. Proposal – Provide a synopsis of your approach to managing the outlined scope of service, proposed schedule for staff and overall management style for achieving the Scope of Service. Proposal content shall include:

- **Summary**
 - Provide a summary including a description of the Respondent's mission and an explanation of the types of services the Respondent provides that relate to this RFP.
 - Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.
 - The name, address, telephone, and email of the Respondent should be included. The Respondent shall provide its office locations, number of full-time employees, date of incorporation, and number of years providing scope development services, for federally funded projects, in particular, noting years related to FEMA Public Assistance and Hazard Mitigation Grant Program, and other disaster recovery scope development services.

- Experience and Qualifications
 - Provide a summary of the types of services the Respondent offers that relate to this RFP.
 - Provide specific details on any previous experience with related disaster recovery services.
 - Proposals must demonstrate that the Respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
 - Respondents should provide detailed information about the experience and qualifications of its staff, who are considered key to the success of the Project.
 - Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
 - Provide at least three (3) examples of current or past experiences for the Respondent and for any partners or subcontractors. At a minimum, the past experiences must include the experiences related to the references provided on **Enclosure Document E Respondent's Qualification Statement Form**, including one of the three (3) experiences that must be for the prime Contractor. Each experience should include the client's name, main point of contact, title, and a description of the services provided.
 - If the Respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.
- Organizational Chart
 - Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically, identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
 - In addition, for any staffing functions for which specific roles have not been provided in this RFP, the Respondent should submit a list, describe, and discuss the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.
- Approach & Methodology
 - Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of ODR.
 - Explain how the Respondent will achieve the outlined goals, objectives, tasks, and deliverables.
 - Provide any relevant recommendations
 - Respondent should also demonstrate how it proposes to work with the program on any necessary modifications
 - Proposals should address a Respondent's anticipated approach and capability to coordinate with ODR and other necessary stakeholders.
 - Proposals must demonstrate knowledge of website development and design.
 - Describe the proposed mechanisms for delivering services.

- Describe the Respondent's strategy for ensuring collaborative, consistent, and productive communication with ODR.
- If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and ODR.
- Describe the strategy for preventing fraud and abuse and for complying with territorial and federal guidelines.

Unless provided for in the contract with the ODR, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the ODR.

- Staffing Plan
 - The Respondent should demonstrate its ability to adequately staff and scale each functional area to maintain agreed-upon service levels from the initial start-up and throughout the life of the contract.
 - The Respondent's staffing plan shall specifically include the required number of personnel, the roles and responsibilities of each person on the Project, their planned level of effort, their anticipated duration of involvement, and their availability.
- Management Plan and Quality Assurance / Quality Control
 - The Respondent shall provide detailed information on its management plan for the services and its quality assurance/quality control procedures associated with the scope of service.
 - Outline procedures for ensuring compliance with all federal requirements.

D. Non-Collusive Affidavit – Complete **Enclosure Document B**. The form must be notarized.

E. Debarment Certification Form – Complete **Enclosure Document C**.

F. Contract Document Checklist Form – Complete **Enclosure Document D** and submit your current Business License. For this section, Respondent must provide evidence that the company is licensed to provide the requested services. The Business License must be relevant to the Scope of Service for this solicitation.

G. Contractor's Qualifications Statement Form – Complete **Enclosure Document E**. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFP and who would be willing to discuss your company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information could be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor.

H. Firm Background/Credentials—Provide the resumes of the key staff members who will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.

I. Bid Sheet – Complete Enclosure Document F. All bid pricing must be valid until a contract is approved and executed or the procurement is canceled, whichever occurs first. This includes an hourly rate and other expected reimbursable costs regarding the contract. The Respondent may also provide a comprehensive write-up regarding project cost. This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable based on the criteria of this solicitation.

H. Subcontractor Statement Form – All selected subcontractors must complete Enclosure Document G.

I. Enclosure Document H Organizational Conflict of Interest Affidavit Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents may be subject to a best and final offer process should the responses preclude comparability. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

17.1 DELIVERY OF BID PACKAGES

All responses to this RFP are to be submitted as PDFs by email to ODR_EBIDS@usvipfa.com no later than **Friday, November 1, 2024, by 4:00 pm AST**. All electronic submissions must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email. For Example, *ABC Company, Inc. – RFP 009-2024-STT/STJ/STX – June 13, 2024*. The first page of each electronic submission must also include the Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: "CONFIDENTIAL BID SUBMISSION." The email proposal package must be clearly marked. Failure to clearly mark the email proposal package may cause the ODR to inadvertently open the email proposal package before the official closing date and time. The ODR will mark all received email proposal packages with the date and time of receipt. Email proposals received after the official deadline will be considered LATE and will NOT be opened nor considered.

17.2 REQUIRED DOCUMENTS

Respondents must submit the following documents with their proposal:

- A. Employer Identification Number (EIN)** - Each Respondent must submit an official copy of their EIN.
- B. Unique Entity ID (UEI)** – Each Respondent must submit a valid UEI that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>
- C. Current USVI Business License** - Each Respondent must submit must provide evidence that the company is currently licensed in the USVI.

D. General Liability Insurance – Each Respondent must submit a copy of their Liability Insurance.

E. Corporate Documents – Each Respondent must submit a copy of their Corporate Documents.

- **Provide a copy of Corporate Documents**
 - Corporation
 - Copy of Articles of Incorporation & By Laws
 - Limited Liability Company (LLC)
 - Copy of Articles of Organization
 - Copy of Operating Agreement
 - Sole Proprietor
 - Copy of Trade Name Certificate

F. Letter of Good Standing if Corporation or Certificate of Existence if LLC - Each Respondent must submit a copy of their Letter of Good Standing or Certificate of Existence from their respective State or Territory. A copy of the receipt that demonstrates evidence of filing the company's Annual Report from the current year will be acceptable as well.

Failure to provide the required documents may result in the proposal(s) being deemed non-responsive and may be immediately disqualified with no further consideration given.

18.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

Proposals submitted in response to RFPs may contain trade secrets and/or privileged or confidential commercial (processes and techniques) or financial information (cost breakdown, profit, and indirect cost rates) that the proposer (or his subcontractor) does not want to be used or disclosed for any purpose other than evaluation of the proposal. ODR assumes no liability for the disclosure or use of unmarked data and may use or disclose such data for any purpose. However, ODR reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor, or other VI Government agencies for the sole purpose of assisting ODR in its evaluation of the proposal. ODR shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Virgin Islands Public Records Act (3 V.I.C. § 881) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection, but only after contract award. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections of any confidential information must be claimed by the proposer at the time of submission of its Proposal.

Proposers should refer to the Virgin Islands Public Records Act for further clarification. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “Confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ___ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the ODR shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the ODR’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from ODR. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.” Once it is determined that information is confidential or if a restraining order is issued, only the redacted copy is to be made available for public inspection.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, ODR will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the ODR harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the ODR to disclose the information. If the owner of the asserted data refuses to indemnify and hold the ODR harmless, it may disclose the information.

19.0 SELECTION PROCESS

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

ODR reserves the right to award contracts based on initial proposals received without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms.

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

<i>EVALUATION CRITERIA</i>	<i>Maximum Points</i>
1. Technical Evaluation	
Technical Capability 1. How well does the proposal respond to the technical requirements of the RFP	30
Quality of Proposal 1. Elements of Proposal	10
Experience and Qualification (Firm Background/Credentials & Proposal) 1. Firm/Company Experience and history with projects 2. Firm/Company Experience with government/federal agencies 3. Staff qualifications and subject knowledge 4. Evidence of staff experience and skill	30
References (Contractor’s Qualifications Statement Form) 1. References from at least three entities for similar projects or work	15
2. Cost Evaluation	
Cost Effectiveness 1. Bid Sheet - Enclosure Document F	15
Total	100

20.0 ORAL INTERVIEWS

Respondent(s) may be required to participate in an oral interview. Oral interviews may be conducted virtually at the discretion of ODR. The oral interview will be a panel comprised of members of the selection committee. Respondents may only ask questions that are intended to clarify the questions that they are being asked to respond to. Each Respondent’s time slot for oral interviews will be determined randomly. Respondents who are selected shall make every effort to attend. If representatives of the ODR experience difficulty on the part of any Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

21.0 RIGHT TO REJECT BID PACKAGES

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

22.0 CHANGES, ADDENDA, AND WITHDRAWAL

ODR reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum at any time. Addenda will be sent directly to respondents.

23.0 WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Respondent must be submitted to the RFP Coordinator identified in the RFP.

24.0 COST OF OFFER OR PREPARATION

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

25.0 CONTRACT AWARD AND EXECUTION

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

Enclosures

Enclosure Document A	Proposal Cover Letter
Enclosure Document B	Non-Collusive Affidavit
Enclosure Document C	Debarment Certification Form
Enclosure Document D	Contract Document Checklist Form
Enclosure Document E	Respondent's Qualification Statement Form
Enclosure Document F	Bid Sheet
Enclosure Document G	Subcontractor Statement Form
Enclosure Document H	Organizational Conflict of Interest Affidavit

Attachments

Attachment 1	2 CFR Part 200 Appendix II
Attachment 2	HUD General Provisions ("HUD RIDER")

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
PROPOSAL COVER LETTER

RESPONDENT

Name: _____
Address: _____
Tax Identification #: _____

RESPONDENT'S CONTACT PERSON

Name: _____
Title: _____
Telephone: _____

SCHEDULE OF ADDENDA

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

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

(Name of Respondent, if the Respondent is a Corporation)

(Name of Respondent, if the Respondent is a Limited Liability Corporation)

(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2024, by _____ of legal age, _____ and personally known to me.

(Trade or Corporation)

(SEAL)

Notary Public

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
Debarment Certification Form

Certification Regarding Debarment, Suspension and Ineligibility

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

Name and Title of Authorized Representative:

Signature

Date

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2024, by _____ of legal age, _____ and personally, known to me.

(Trade or Corporation)

(SEAL)

Notary Public

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
Contract Document Checklist

Name of Respondent: _____

Contact Person: _____

Telephone Number: Office _____ Mobile _____

1. ___ Respondent Corporate Documents
- ___ **Corporation** ___ Copy of Articles of Incorporation & By Laws
 ___ Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
- ___ **LLC** ___ Copy of Articles of Organization
 ___ Copy of Operating Agreement
 ___ Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.
- ___ **Sole Proprietor** ___ Copy of Trade Name Certificate

2. ___ Current Business License Expiration date: ___/___/20___
Type of business license: _____

3. ___ Employer Identification Number (EIN)/Social Security Number (SSN): _____

4. ___ UEI # _____

5. ___ Insurance Binder Expiration date: ___/___/20___
Type of Insurance: ___ General Liability ___ Automobile ___ Errors and Omissions

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

-----*For ODR use only*-----

1. ___ Proposed Scope of Service EBID# _____ RFP# _____ RFQ# _____ IFB# _____
2. ___ Bids ___ Proposals ___ Signed Evaluation Spreadsheet ___ Recommendation
3. ___ Request for approval from Legal Counsel and Executive Director.

Legal Counsel: _____

Date approved: ___/___/20__

Adrienne L. Williams-Octalien, Director: _____

Date approved: ___/___/20__

Date submitted to BOD for Contract Approval: ___/___/20__

Suggested # of Days in Contract _____

Mobilization/Payment Terms: _____

Outstanding Issues: _____

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
Respondent's Qualification Statement

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

Do you have a current USVI Business License? Yes No
Number of Years licensed to conduct business in the USVI _____
Type of License(s) _____
Number of contracts completed in the last 5 Years _____, Average value of these Contracts
\$ _____
Do you have plan to use Subcontractors? Yes No If yes, company _____

Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? Yes No

If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the circumstances and the outcome.

Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? Yes No

If yes, explain on another sheet, the circumstances and outcome.

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

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

List your current Projects under Contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:

1) Client Name _____ Value: _____ % _____
2) Client Name _____ Value: _____ % _____
3) Client Name _____ Value: _____ % _____

(If you have more contracts, please list on separate sheet)

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

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY
BASE BID SHEET

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other costs as may be required to perform the scopes of work, subject to all the conditions as set forth in the project scope of service.

These costs are being provided for the purpose of evaluating bids and determining reasonable costs for these items. Depending on the structure of the winning bidder's response, not all costs may ultimately be included in the final contract.

	SCOPE/ DESCRIPTION OF WORK	Base Bid
1)	Web Site Hosting Annual	\$ _____
2)	Web Site Maintenance Annual	\$ _____
3)	Web Site Design and Launch	\$ _____
4)	Web Site Cost per Text Page Additions	\$ _____
5)	Web Site Cost per Data Page Additions	\$ _____

TOTAL BID AMOUNT = _____ {Includes all scopes of work
 {Found in the Project
 {Specifications.

1) Website Maintenance Hourly Rate
 Principal \$ _____
 Technician \$ _____
 Administrative \$ _____

COMPANY NAME: _____

OWNER, PRESIDENT, CEO OR PRINCIPLE OF BIDDING COMPANY:

_____ {name}

_____ {signature}

ENCLOSURE DOCUMENT G
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Subcontractor's Statement Form

I have read and understand the RFP and the final version of the proposal submitted
by _____.

Print Name: _____

Subcontractor Company Name: _____

Title: _____

Signature: _____

Date: _____

ENCLOSURE DOCUMENT H
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Organizational Conflicts of Interest

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.)
the party making the foregoing proposal or proposal cost that;

no known organizational conflict of interest(s) exists that would warrant disqualification as described in Section 34.0: Organizational Conflict of Interest.

conflict of interest(s) exists, and a letter describing those facts is attached as described in Section 34.0: Organizational Conflict of Interest.

(Name of Respondent, if the Respondent is a Corporation)

(Name of Respondent, if the Respondent is a Limited Liability Corporation)

(Name of the Respondent, if the Respondent is a Sole Proprietor)

Subscribed and sworn to before me on the Island of _____, this _____ day of _____, 2024, by _____ of legal age, _____ and personally known to me.

(Trade or Corporation)

Attachment 1

2 CFR Part 200 Appendix II, Contract Provisions for Non-Federal Contracts

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.

Attachment 2

HUD GENERAL PROVISIONS (“HUD RIDER”)

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

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

7. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABORSURPLUS AREA FIRMS

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

- Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- 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.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. ENERGY EFFICIENCY

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

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made

available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

13. AGE DISCRIMINATION ACT OF 1975

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

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

15. CONFLICTS OF INTEREST

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

16. SUBCONTRACTING

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

- Placing unreasonable requirements on firms in order for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or between affiliated companies,
- Noncompetitive awards to consultants that are on retainer contracts,

- Organizational conflicts of interest,
- Specifying only a *brand name* product instead of allowing *an equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- Any arbitrary action in the procurement process.

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

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

17. **ASSIGNABILITY**

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

18. **INDEMNIFICATION**

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

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

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

20. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety

Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)
The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

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

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

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

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

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

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

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

- The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees totake

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:

- Recruitment, advertising, and job application procedures.
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - Rates of pay or any other form of compensation and changes in compensation.
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - Leaves of absence, sick leave, or any other leave.
 - Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor.
 - Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - Activities sponsored by the contractor including social or recreational programs, and any other term, condition, or privilege of employment.
- The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - The Contractor/Subcontractor will include the provisions of this clause in every subcontractor purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action

with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. **EXECUTIVE ORDER 11246** (Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

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

in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

- A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 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.
- 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.
- Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

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

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

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

29. **BONDING REQUIREMENTS** (Applicable to construction and facility improvement contracts exceeding \$100,000)

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

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

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

- The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- The *Contractor*/Subcontractor will certify that any vacant employment positions, including

training positions, that are filled: (1) after the *contractor*/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor*/Subcontractor's obligations under 24 C.F.R. part 135.

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

31. **FAIR HOUSING ACT**

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

32. **Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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 or territorial grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

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

35. Environmental Review

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

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

36. Lead Based Paint

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.

41. Affirmatively Furthering Fair Housing

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

42. Drug Free Workplace

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

43. Timely Distribution of Funds

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

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2)

consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

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

46. Personally Identifiable Information

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

47. Uniform Relocation Act

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

48. Residential anti-displacement and relocation assistance plan.

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

- **Certification**
 - 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.
 - A unit of general local government entity receiving funds from the Territory must certify to the Government of the Virgin Islands 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 Territory may require the unit of general local government to follow the Territory'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.
- **Plan contents**
 - 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.
 - The plan shall provide for relocation assistance in accordance with § 42.350.
 - The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

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

50. Monitoring

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

51. Procurement of Recovered Materials

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