

VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

Virgin Islands Public Finance Authority
14A & 14C Strand Street
Frederiksted, St. Croix VI 00840
Phone (340)202-1221



Virgin Islands Public Finance Authority
5033 Kongens Gade, Government Hill
St. Thomas, VI 00802
Phone (340)202-1221

REQUEST FOR QUALIFICATIONS RFQ 001-2025-STX/STT/STJ

CONSTRUCTION SERVICES FOR THE ENVISION TOMORROW PROGRAM

The Virgin Islands Office of Disaster Recovery (ODR) Community Development Block Grant-Disaster Recovery Program (CDBG-DR) is developing a list of prequalified prime construction contractors in the U.S. Virgin Islands (USVI).

1.0 Executive Summary

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, is seeking to develop and maintain a list of prequalified prime construction contractors and vendors to perform and facilitate reconstruction, rehabilitation, demolition, and elevation or other mitigation services in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) and Community Development Block Grant-Disaster Recovery (“CDBG-DR”).

2.0 Context

Hurricanes Irma and Maria had a devastating impact on the United States Virgin Islands (“U.S. Virgin Islands” or “Territory”). The two back-to-back Category 5 storms in September 2017 caused significant damage to the housing stock and destruction to roads and public facilities. The entire population—over 100,000 residents—was impacted by the devastation brought on by Hurricanes Irma and Maria, with winds of over 185 miles per hour and up to twenty (20) inches of rain in some areas.

As a result, the U.S. Virgin Islands is the recipient of Public Assistance and Hazard Mitigation grant funding from FEMA, Community Development Block Grant Recovery funding from HUD, Federal Highway Emergency Relief funding, American Rescue Plan Act (ARPA) and Covid-19 Cares Act funding to assist in disaster recovery efforts.

CDBG-DR funds will be utilized to pay for services rendered pursuant to this solicitation. Therefore, all work to be undertaken as part of the requested qualifications must be performed in accordance with 24 CFR Part 570; 24 CFR, Part 58, 2 CFR 200, and other applicable Federal requirements.

4.0 Purpose

The purpose of this RFQ is to identify, develop, and maintain a list of prequalified prime construction contractors to perform reconstruction, rehabilitation, demolition, and/or elevation/mitigation services in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) and Community Development Block Grant-Disaster Recovery (“CDBG-DR”) for eligible structures through the EnVIision Tomorrow Program.

The ODR will utilize the prequalified list for all future Invitation for Bids (IFBs). This Prequalified General Contractor List is not a contract. Formal contracts between the awarded contractor and the Virgin Islands Public Finance Authority will still be executed.

Any questions regarding the RFQ must be sent in writing via email to procurements@usvipfa.com.

5.0 Method of Addition to Prequalification List

The number of general contractors to be added to the Prequalified List is without restriction. The process will be open in that it will be publicly posted to allow all interested general contractors the opportunity to be added to the list. Each submitted application will be reviewed for completeness and to confirm the requirements of the RFQ are met. Applications will be evaluated to determine the most qualified contractors who meet all requirements of the RFQ. The Territory will consider factors such as those concerning quality, service, capacity, general contractor past work, references, and experience.

ODR reserves the right to request additional information from any or all Respondents for the purpose of clarifying the materials presented in any part of the application. The Respondent recognizes that at the sole discretion of ODR and based upon the breadth and experience of respondents to this RFQ, ODR may or may not decide to prequalify more than one Vendor. Nothing in this paragraph shall be construed in derogation of ODR's right, in its sole discretion, to cancel this RFQ.

6.0 Required Contractor License

Respondents must provide a copy of their active Virgin Islands General Contractor (GC) license with the application. Contractors must maintain active licensure throughout the pre-qualification term ending May 31, 2026.

7.0 Bonding

For construction contracts exceeding \$350,000, a performance bond for 100% of the project cost is required, along with a bid bond of at least 5%. The "bid guarantee" shall consist of a firm commitment accompanying a bid as assurance that the Respondent will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified. If the contract cost is less than \$350,000, a performance bond is not required.

8.0 Qualifications

Respondents must be able to provide and supervise residential construction repair, rehabilitation and/or reconstruction services for residential structures. The Vendor must be able to adequately demonstrate their experience in their proposal submittal and have extensive experience in residential home construction. The Respondent must have the administrative infrastructure to effectively manage and support service delivery and fiscal management processes. Additionally, the Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel, considered key to the project's success.

The Respondent must have a valid Data Universal Numbering System (DUNS) number, Unique Entity ID (UEI) number, Employer Identification Number (EIN), and be registered with the System for Award Management (SAM). Prequalification will not be granted to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License.

Additionally, the Respondent must provide PDF photos of three (3) recent residential construction projects with detailed information such as scope, duration, budget, client testimonials, and references.

9.0 HUD General Provisions

Because the contract is being funded with HUD funds, the contract shall be governed by general HUD terms and conditions, attached hereto as Attachment 1. Respondent shall represent and certify that the respondent shall adhere to the terms and conditions outlined in the attachment.

10.0 Prequalification List Rescission

The Respondent may be removed from the Prequalified List because of, but not limited to, poor performance, material breaches of contract, substantiated non-payments to subcontractors/valid payment

bond claims, substantiated complaints from homeowners that are serious (e.g., violations of policies concerning alcohol, illegal drugs, possession of firearms, disrespectful behavior, theft of personal property, Vendor damage to real property not subject to rehabilitation, etc.), False Claim Act violations, and misrepresentation of experience, violations of permits, illegal disposal of hazardous materials, any major OSHA or several minor OSHA violations, significant injuries to any person during construction caused by failure to follow required safety practices, failure of Respondent to respond to requests for information, failure of Respondent to respond to Invitation for Bids, and/or negative Respondent evaluations/scorecards.

11.0 Invitation for Bid

It is ODR's sole discretion whether it is in the best interest to issue an Invitation for Bid (IFB) to the prequalified vendor list. The IFB will be issued to all Respondents on the prequalified list requesting offers by a specified due date and time. Offers from responsible Respondents will be evaluated, and a contract award will be made based on the determination of which offer provides the best value to the project.

12.0 Request for Qualification Schedule

The following schedule represents ODR's estimate of the timetable that will be followed in connection with this RFQ:

RFQ SCHEDULE	DATES
RFQ Release Date	February 21, 2025
Pre-Proposal Meeting	February 28, 2025 at 2:00 pm AST
Deadline to Submit Questions	March 7, 2025 by 3:00 pm AST
Responses to Questions	March 14, 2025
RFQ Submission Deadline	March 21, 2025 by 4:00 pm AST

Please note that the RFQ 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 RFQ. If the ODR amends this RFQ, they will email the addenda to the pre-proposal meeting participants and post it to the ODR website. The ODR will NOT be held responsible if any potential Vendor does not provide current contact information to receive all addenda.

13.0 Issuing and Procuring Office

This RFQ is being issued by 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, by the issuing office listed below.

From the issue date of this RFQ until a determination is made regarding the selection of a Vendor, refer all questions concerning this RFQ to procurements@usvipfa.com to the attention of:

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

Please mark the subject line for the email: “RFQ 001-2025-STX/STT/STJ.”

Any violation of this condition may cause 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 RFQ. 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 RFQ, they will email the addenda to the pre-proposal meeting participants and post it to the ODR website.

The ODR will NOT be held responsible if any potential Respondent does not provide current contact information to receive all addenda or does not request the RFQ directly from the ODR. The potential Respondents are responsible for updating all contact information and contacting the ODR to ensure that they receive all addenda before the submittal of the RFQ package. The package will be considered non-responsive if no modifications are incorporated.

14.0 Pre-Proposal Meeting

The ODR will conduct a virtual pre-proposal meeting on Friday, February 28, 2025, at 2:00 pm. Atlantic 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: 270 651 390 800

Passcode: aw2BF6Tb

It is highly recommended that the prospective Respondent thoroughly review the RFQ requirements before the pre-proposal meeting. Prospective Respondents are not required to attend the pre-proposal meeting. The deadline for questions is March 7, 2025, at 3:00 pm.

15.0 Delivery of RFQ Packages

All responses to this RFQ are to be submitted as PDFs by email at procurements@usvipfa.com no later than 4:00 p.m. AST on Friday, March 21, 2025. All electronic submissions must include, on the first page, the Company's Name – Solicitation Number – Due Date in the email's subject line. For Example, ABC Company, Inc. – RFQ-004-2024-STT – January 26, 2025. The email qualification package must be clearly marked. Please note that submissions must be 20 MB or less in size. **The ODR will not consider submissions by fax, submissions received after the deadline, or submissions sent to the wrong email address.**

16.0 Format of RFQ Package

Each Respondent must adhere to the requirements of this section relative to the RFQ package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that the RFQ package follows the sequence and organizational outline described in this section. To be considered for selection, the RFQ package shall meet the following requirements:

- A. RFQ Cover Letter** – Complete **Enclosure Document A**.
- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization who is authorized to bind the company contractually to all the commitments made in its submittal. The letter should also include a statement of understanding for the work to be done. It shall be stated that the company will be solely responsible for all aspects of the engagement, including any portion that its subcontractor may perform. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.
- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**.
- E. Contractor Document Checklist Form** – Complete **Enclosure Document D** and **submit your current USVI Business License**. For this section, the Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in USVI.
- F. Vendor's Qualifications Statement Form** – Complete **Enclosure Document E**. The Reference Section of the form shall provide a minimum of three (3) references for the most recent, construction projects completed. At a minimum, one of the three (3) references must be for the prime Contractor.
- G. Subcontractor Statement** – All selected subcontractors must Complete **Enclosure Document F**.
- H. Organizational Conflicts of Interest Affidavit** – Complete **Enclosure Document G**. The form must be notarized

Each Respondent must adhere to the requirements of this section relative to the RFQ package content and format to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their RFQ package follows the sequence and organizational outline described in this section and the RFQ checklist provided.

17.0 REQUIRED DOCUMENTS

Respondents must submit the following documents with their package:

- A. Letter of Good Standing if Corporation or Certificate of Existence if LLC** - The respondent must provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt demonstrating evidence of filing the company's Annual Report from the Office of Lieutenant Governor on June 30th of the current Year will also be acceptable.
- B. Current USVI Business License** - The Respondent must provide a copy of their USVI Business License.
- C. General Contractor License** – The Respondent must provide an official copy of their General Contractor License.

- D. Employer Identification Number (EIN)** - The Respondent must provide an official copy of their EIN.
- E. Unique Entity ID** - Each respondent must submit a valid CAGE number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>
- F. PDF Photos of three (3) recent residential construction projects** – As described in section 7.0.

Failure to provide the required documents may result in the RFQ package being deemed non-responsive and may be immediately disqualified.

19.0 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 Authority.

20.0 MINORITY and WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

M/WBEs are strongly encouraged to consider responding, partnering, or developing other joint venture arrangements with certified M/WBE firms to achieve the prescribed goals.

21.0 Terms and Conditions

This RFQ is a request for the submission of prequalification but is not itself an offer and shall under no circumstance be construed as an offer.

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

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

ODR reserves the right to reject any or all companies or terminate the RFQ process at any time if deemed in its best interest.

ODR reserves the right but assumes no obligation to waive minor irregularities, defects, or informalities in proposals, provided the waiver would not affect the price, quantity, quality, or delivery of the services or confer a competitive advantage upon the bidder or proposer over others.

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

ENCLOSURES

Enclosure Document A: RFQ Cover Letter

Enclosure Document B: Non-Collusive Affidavit

Enclosure Document C: Debarment Certification Form

Enclosure Document D: Contractor Document Checklist Form

Enclosure Document E: Respondent's Qualification Statement Form

Enclosure Document F: Subcontractor Indemnification

Enclosure Document G: Organizational Conflict of Interest Affidavit

ATTACHMENTS

Attachment 1: HUD Rider

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

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RFQ Package Checklist

RFQ 001-2025-STX/STT/STJ

To be considered responsive, the proposal package **must** include the following, failure to include any item will disqualify the Respondent.

Respondent: _____

- ☐ **RFQ Cover Letter** – Complete **Enclosure Document A**.
- ☐ **Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in its submittal. The letter shall include a statement of understanding. It shall also state that the company will be solely responsible for all aspects of the engagement, including any portion that its subcontractors may perform. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. Vendor shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.
- ☐ **Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- ☐ **Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.
- ☐ **Contractor Document Checklist Form** – Complete **Enclosure Document D** and submit your current USVI Business License. For this section, Respondent must provide evidence that the company is currently licensed as a General Construction Contractor in the USVI. **The Business License must be relevant to the Purpose of this RFQ.**
- ☐ **Respondent's Qualification Statement Form** – Complete **Enclosure Document E**. In the Reference Section of the form, you must provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFQ. At a minimum, one of the three (3) references must be for the prime Contractor.
- ☐ **Subcontractor Statement** – All selected subcontractors must complete **Enclosure Document F**.
- ☐ **Organizational Conflicts of Interest Affidavit** – Complete **Enclosure Document G**. The form must be notarized.
- ☐ **Letter of Good Standing if Corporation or Certificate of Existence if LLC**
- ☐ **Current USVI Business License**
- ☐ **General Contractor License**
- ☐ **Employer Identification Number (EIN)**
- ☐ **Unique Entity ID (UEI)**
- ☐ **PDF photos and descriptions of three (3) recent residential construction projects**

**ENCLOSURE A: RFQ COVER LETTER
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

Name: _____
Address: _____
Tax Identification #: _____

RESPONDENT'S CONTACT PERSON

Name: _____
Title: _____
Telephone: _____

SCHEDULE OF ADDENDA

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

Addendum Number_____	Date_____
Addendum Number_____	Date_____
Addendum Number_____	Date_____
Addendum Number_____	Date_____

RESPONDENT'S AUTHORIZED REPRESENTATIVE

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

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

_____, 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
_____, 2025, by _____ of
legal age,
_____ and
personally known to me. (Trade or Corporation)

ENCLOSURE C: DEBARMENT CERTIFICATION FORM
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY

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.

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.

Where the Respondent is unable to certify 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 _____
_____ 2025, by _____ of
legal age,
_____ and personally,
known _____ to _____ me.
(Trade or Corporation)

**ENCLOSURE D: CONTRACTOR DOCUMENT CHECKLIST
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

Name of Respondent: _____ Contact _____ Person: _____

Telephone Number: _____ Office: _____ Mobile: _____

_____ 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
_____ Certificate of Existence from Office of the Lt.
Governor/Copy of receipt demonstrating Annual Report is filed.

_____ **Sole Proprietor** _____ Copy of Trade Name Certificate

_____ Current Business License _____ Expiration date: ____/____/20____
Type of business license: _____

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

_____ DUNS # _____ SAMS # _____

_____ Insurance Binder _____ Expiration date: ____/____/20____
Type of Insurance: _____ General Liability _____ Automobile _____ Errors and Omissions

_____ Workers Compensation Insurance _____ Expiration date: ____/____/20____

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

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

Legal Counsel: _____

Date approved: ____/____/20____

Adrienne Williams-Octalien, Executive Director: _____

Date approved: ____/____/20____

Date submitted to BOD for Contract Approval: ____/____/20____

Suggested # of Days in Contract _____

Mobilization/Payment Terms: _____

Outstanding Issues: _____

**ENCLOSURE E: RESPONDENT'S QUALIFICATION STATEMENT FORM
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

This form gathers information about the Vendors seeking to be added to the Vendor Prequalified List. **Completing this questionnaire does not guarantee being added to the List.** Evaluation of the submittal shall be performed by the prequalification committee. Vendors are cautioned it is their responsibility to ensure ALL information is provided with the Application and all information conforms to the requirements herein. **Any Application that is incomplete and/or does not meet requirements will be denied.**

Name of License Holder: _____

Name of Company/DBA (if any): _____

Business License No: _____ EIN No: _____

Unique Entity Identifier (UEI): _____

Business Structures: (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) _____

Do you have plan to use Subcontractors? ☐Yes ☐No

If yes, company _____

Select the island/s your company is interested in providing service.

St. Croix ☐ St. Thomas ☐ St. John ☐

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 all the other names your firm has operated on for the past three years.

Previous Entity Name _____

Previous Entity Name _____

Previous Entity Name _____

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), Percentage of Completion, and attach photocopies for each project listed:

1) Client Name _____ Value: _____ % _____

2) Client Name _____ Value: _____ % _____

3) Client Name _____ Value: _____ % _____

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

How many years of experience in construction work has your organization had:

As a General Contractor _____

As a Sub-Contractor _____

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

FOR OFFICE OF DISASTER RECOVERY (ODR) USE ONLY:

Request for Prequalification Application

☐ **Approved** _____ (date)

☐ **Denied** _____ (date) Reason(s) Denied:

☐ **USVI GENERAL CONTRACTOR** registration not Current-Active.

☐ **SAM**; registration not Active.

☐ **License(s)**; not Active and/or copy not provided with Application.

☐ **Certificate of Insurance**; not provided and/or does not meet minimum limits.

Application Reviewed (Approved/Denied) By: _____

ODR Signature

**ENCLOSURE F: SUBCONTRACTOR INDEMNIFICATION
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

I have read and understand the RFQ, and the final version submitted

by _____.

Print Name: _____

Subcontractor Company Name: _____

Title: _____

Signature : _____

Date: _____

**ENCLOSURE G: ORGANIZATIONAL CONFLICTS OF INTEREST
VIRGIN ISLANDS OFFICE OF DISASTER RECOVERY**

_____, 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 19.0: Organizational Conflict of Interest.

☐ conflict of interest(s) do exist, and a letter describing those facts is attached as described in Section 16.0: 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 _____
_____ 2025, by _____ of
legal age,
_____ and personally,
known _____ to _____ me.
(Trade or Corporation)

Attachment 1

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

6. Maintenance/Retention Of Records

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

7. Small And Minority Firms, Women's Business Enterprises, And Labor Surplus Area Firms

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

- 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 State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIHFA with 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 (29C.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 to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - 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 include 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 subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The 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 the Contracting Officer setting forth the provisions of this nondiscrimination 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 the 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 is 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 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements 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 nonfederal entities' expenditure of Federal fund, is subject to these requirements.

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

33. Procurement

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

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. CDBGDR 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 receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.
- 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](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment 2

Appendix II to Part 200, Title 2 (up to date as of 11/08/2024)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200, Title 2 (Nov. 8, 2024)

This content is from the eCFR and is authoritative but unofficial.

Title 2—Grants and Agreements

Subtitle A—Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II—Office of Management and Budget Guidance

Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

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, 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, and 3146-3148) 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

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Appendix II to Part 200, Title 2 (up to date as of 11/08/2024)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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(L)

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 § 200.323.

Appendix II to Part 200, Title 2 (up to date as of 11/08/2024)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR Appendix-II-to-Part-200(K)

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]