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REQUEST FOR PROPOSAL No. 2020-001-USVIEDA

U.S. Virgin Islands Vision 2040 Economic Development Consultant

VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

Released: June 15, 2020

www.usvieda.org/about-usvieda/rfp



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A. STATEMENT OF PURPOSE

The Virgin Islands Economic Development Authority (“USVIEDA”) is seeking proposals from highly qualified consulting firms to assist the Virgin Islands of the United States (“U.S. Virgin Islands”, “USVI” or “Territory”) in its efforts to promote economic growth, job creation, and wealth generation. A consultant is needed to develop a transformative 20-year economic development plan and complete a target competitive industry analysis by January 15, 2021. This initiative is referred to as the “Vision 2040”. Bidders will be expected to demonstrate a unique and proactive approach to engaging the Territory in the development of its 20-year economic vision. USVIEDA requires the consultant to provide professional services of the highest quality and deliver those services in an efficient and cost-effective manner.

A visioning process is needed to develop a transformative 20-year plan. This visioning effort will identify the Territory’s potential level of economic vibrancy and the type of development required. The process must yield one unified vision for the entire U.S. Virgin Islands as well as a tailored vision for each of the three major islands, which are St. Croix, St. Thomas, and St. John. The visions must be developed for presentation and feedback to ensure broad support for the 20-year plan.

This visioning process must include a variety of methods for soliciting input from Virgin Islanders living in the Territory and throughout the diaspora. To allow for a broad range of participation by Virgin Islanders, especially low- to moderate -income individuals, these methods should include, but are not limited to, public workshops (virtual/online public workshops will be acceptable if USVIEDA deems in-person workshops unfeasible), stakeholder interviews/focus groups, social media outreach, district/neighborhood preference surveys, and other proven outreach and engagement methods. Opportunities to engage and inform the Territory through various methods of participation in the process will be key in developing Vision 2040.

The USVIEDA seeks an economic development consultant with extensive experience in crafting economic growth and recovery strategies at the state and/or regional levels (especially with rural areas), coordinating stakeholder engagement, facilitating public meetings (in-person/virtual/online), developing goals based on public input, and designing visions that guide future courses of action. The selected consultant will work closely with USVIEDA, the University of the Virgin Islands and other stakeholders.

B. AGENCY DESCRIPTION

USVIEDA, established pursuant to V.I. CODE ANN. tit. 29, Chapter 21, is a semi-autonomous government instrumentality responsible for the promotion and enhancement of economic development in the U.S. Virgin Islands. USVIEDA has four major components:

- Virgin Islands Economic Development Commission
- Virgin Islands Economic Development Park Corporation (formerly the Industrial Park Development Corporation)



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- The Economic Development Bank for the United States Virgin Islands (formerly The Government Development Bank for the United States Virgin Islands), which includes the Small Business Development Agency
- Enterprise Zone Commission

The Virgin Islands Economic Development Commission (“VIEDC”) offers attractive tax incentives for qualified businesses. EDC program tax incentives for eligible businesses include a reduction of up to ninety percent (90%) in federal corporate income taxes and federal personal income taxes and up to one hundred percent (100%) exemption on excise, business property, and gross receipts taxes.

The Economic Development Bank for the United States Virgin Islands (“EDB”) provides financial and technical assistance to the local business community through various loan programs, which channel access to capital for small and medium-sized businesses.

The Enterprise Zone Commission (“EZC”) provides the necessary means to assist local communities and their residents, as well as the private sector in creating the proper economic and social environment to induce the investment of private resources in productive business enterprises located in distressed areas and to provide jobs for the residents of such areas.

USVIEDA is an umbrella authority that integrates and unifies the functions of its subsidiary entities under one executive board that maximizes efficiency and enhances economic development in the Territory.

C. PROPOSED SCOPE OF WORK

The information provided in the Scope of Work is to be used only for the purpose of preparing a proposal. It is further expected that each Bidder will read the scope of work with care, because failure to meet certain specified conditions may invalidate the proposal.

The overall goal is to create a transformative 20-year economic development plan and a target competitive industry analysis by January 15, 2021. The 20-year vision will serve as a guide for future economic development in the U.S. Virgin Islands. Vision 2040 is expected to be user-friendly, concise, and written in a manner easily understood by the public. USVIEDA is seeking an innovative approach in creating a document, the data set, and other related Vision 2040 materials in print, electronic and audio versions, as applicable. The industries of focus for the target competitive industry analysis are services, technology, energy, agriculture, and manufacturing.

There will be virtual study sessions with the USVIEDA and its partners and robust community engagement. The consultant must be able to understand nuanced viewpoints and accurately translate this feedback into a vision that can shape the future economy. In consideration of the restrictions due to the coronavirus pandemic, the Bidder must demonstrate ability to work remotely – collecting feedback, compiling the data, and presenting the final documents.

Consultant will be expected to be engaged in the following ways, including but not limited to:

- Task Force Meetings



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- Task Force attendees will include over 40 public, private, and non-profit organizations from St. Thomas, St. John, and St. Croix.
- Working Group Meetings
 - The working group will include leads chosen by Task Force members organized around at least the following 5 sectors, STEAM:
 - Services
 - Technology
 - Energy
 - Agriculture
 - Manufacturing
- Focus Groups/Interviews
- Community Outreach and Database Development

The goal is to have as many Virgin Islanders residing in the Territory and throughout the diaspora provide feedback.

 - Local population – Local campaign to obtain feedback
 - In accordance with any restrictions due to the coronavirus, feedback will be obtained through virtual and/or in-person town hall meetings, radio ads, TV ads, newspaper ads, website, SMS, and social media campaigns.
 - Virgin Islands diaspora – Diaspora campaign to obtain feedback
 - Survey will be accessible by website, email blasts, newsletters, social media and, if feasible, outreach events on the U.S. mainland.

Community Engagement

USVIEDA seeks to elicit as much input from as many Virgin Islanders as possible to craft a comprehensive economic vision for the Territory. This approach to the community engagement process assumes all residents and Virgin Islanders in the diaspora have something to contribute to this planning effort and may have varying degrees of access to technology and virtual/online public meetings. This process must include a variety of methods for soliciting input. In an effort to make this process as recognizable as possible, the USVIEDA will be looking to the consultant to “brand” this effort in order to bring about a common understanding of the focus of Vision 2040.

The consultant will be expected to shape an awareness strategy, facilitate virtual/online neighborhood meetings, build relationships with the community, design outreach campaigns to take the meetings to participants at a variety of online/virtual events, and design web-based methods to engage participants remotely. Providing information and training to the Territory in the numerous ways to participate in this process will also be required, as will the use of visualization tools that will facilitate the understanding and relationships between varying types of data. The bid proposal must allow for attendance/participation at an adequate number of substantive virtual meetings/hearings including but not limited to online workshops, virtual charrettes and the Vision 2040 task force. Therefore, Bidder shall set forth a proposed meeting plan to complete the Vision 2040, with full understanding that additional meetings may be required and should be contemplated in the bid proposal with full capacity for virtual/remote platforms.

D. DELIVERABLES



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Website and Database Creation – Create a website as a marketing and informational tool to promote survey responses, provide information and updates on the progress of Vision 2040, and present the final Vision 2040 plan, inclusive of accessibility features for implementation. The database should be created in a user-friendly format.

Demographic analysis – The report should contain a detailed demographic profile of the Territory. The demographic profile shall consider such factors as population, household income, wealth and credit levels, the impact of poverty, education levels, property values and trends in property ownership, skills gaps, joblessness, underemployment, and race, among others for up to the past ten years.

Local economic assessment – Produce a report containing a detailed analysis of the Territory’s economic base.

Market and Industry Cluster analysis – Analysis should cover services such as tourism and financial, technology, energy, agriculture, and manufacturing industries. The analysis must identify: 1) specific industries and business types and consider their strengths, weaknesses, opportunities and threats; 2) improvements and actions that will accelerate business attraction and recruitment of such development; and 3) territorial and federal programs or other programs that will be developed or implemented including, but not limited to, entrepreneurial development, business incubation and strategies for any special new industries.

SWOT analysis - Analyze strengths, weaknesses, opportunities and constraints of the territorial economy. The review must include social, demographic, economic and physical factors.

Community Engagement Awareness Strategy – Outline the approach and methods for engaging the community and increasing awareness of the Vision 2040 plan.

Outreach Campaigns – Develop campaigns to reach a wide number of participants remotely to engage in the process.

Evaluation Framework - Develop an evaluation framework to track and monitor implementation of Vision 2040. The evaluation framework should not only be designed to monitor progress in implementing each action, but also to evaluate the results of the actions. This should include key metrics and establish benchmarks.

Vision 2040 Economic Plan – Create a transformative 20-year economic development plan and a targeted competitive industry analysis by January 15, 2021. The 20-year vision will serve as a guide for future economic development in the U.S. Virgin Islands.

E. TIMELINE

- Month 1
 - Kickoff Meeting
 - Data Gathering
- Months 2-4



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- Development and completion of analyses
- Community Outreach and Database Development
- Development of Vision 2040 plan
- Months 5-6
 - Vision 2040 plan finalization

F. KEY PERSONNEL

Role	Responsibility
Principal/Partner	Responsible for overall strategic development and guidance for campaigns at the highest level.
Senior Project Manager	Responsible for managing all aspects of projects, including resource management, scheduling, financial reporting and analysis, and working with senior client contacts.
Senior Financial Analyst	Responsible for quantitative analysis and systems design and analysis.
IT Technical Support	Responsible for the information systems portion of the project.
Senior Technical Writer/Editor	Responsible for conceiving and copywriting for a wide variety of creative projects including advertising, brochures, web content and other communications.
Senior Economist	Responsible for financial analysis, development of investment costs, benefits, and risks as part of return on investment or benefits cost analyses.
Graphic Designer	Responsible for conceiving and copywriting for a wide variety of creative projects including advertising, brochures, web content and other communications.
Marketing/Communications Director	Responsible for leading the development of marketing communications, public outreach, public relations and social media campaigns.
Public Relations Manager	Responsible for developing and managing the implementation of the public relations programs. The manager shall play a lead role in message and materials development, media relations outreach, reputation management, social media initiatives, speech and presentation development, and community outreach programs.
Social Media Manager	Responsible for planning and implementing social media programs.



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G. CONTENTS OF PROPOSAL

Bidders are requested to submit proposals based on the scope of work. Any exceptions to the requirements set forth herein must be clearly noted in writing and included as part of the proposal. USVIEDA reserves the right to reject any or all proposals, or any portion thereof, and to accept the proposal deemed most advantageous to USVIEDA. In order to clearly demonstrate the Bidder's understanding of the project requirements, any recommendations regarding improvements to the process or final document to more effectively meet USVIEDA's stated objectives should be stated in the proposal. All bid proposals will be compared on the basis of understanding the scope of work to be performed, methods and procedures to be used, management, personnel, experience, and cost. Bidders are encouraged to provide a list of successful projects, because USVIEDA will evaluate Bidder's past projects for examples of successful outcomes.

The following is a list of information to be included in the written bid proposal:

1. Introductory letter about the Bidder must contain:
 - a. Name, address, email, website, fax, and telephone;
 - b. Type of service for which individual/ firm is qualified; and
 - c. Signature of the legally authorized officer to bind Bidder to a contract with USVIEDA.
2. Organization:
 - a. Name/address of Principals of Firm;
 - b. Name of key personnel with experience of each and length of time in the organization;
 - c. Number of staff available for assignment (within the Territory and/or outside the Territory);
 - d. Copy of Articles of Incorporation or Articles of Organization or equivalent;
 - e. Copy of Corporate Resolution or Memorandum Authorizing Signatory or equivalent;
 - f. Copy of Certificate of Good Standing or Certificate of Existence or equivalent, as applicable;
 - g. Copy of Valid Tradename Registration (if applicable); and
 - h. Copy of Valid Business License.
3. Outside consultants/subcontractors that will be retained for this project. Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number, email address, website and contact person for all subcontractors. USVIEDA reserves the right to approve or reject all consultants/subcontractors or internal staff performing consulting services, proposed by the consultant/subcontractor during or after the consultant/subcontractor review and selection process.
4. Project experience:
 - a. List of completed projects and estimated cost of each; and
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: Include a written consent from the authorized representative, which must include the name, telephone number, email address, and facsimile number.



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6. Project Approach: Describe how you will approach this project, timeline, and availability to perform the services requested giving due consideration to elements which may include but not be limited to the following:
 - a. 20-year comprehensive economic development strategy
 - b. Target competitive industry analyses within the following industries:
 - c. Services
 - d. Technology
 - e. Energy
 - f. Agriculture
 - g. Manufacturing
 - h. Outreach strategy to obtain public feedback
7. Cost: Provide a detailed fee proposal by task for the services identified in the deliverables of this proposal. Identify sub-tasks and the respective costs in the fee proposal, as necessary. This section of the bid proposal shall include a professional fee schedule for the consultant (and if applicable the consultant's personnel) and the subcontractor's key personnel identified above who would be working on this project. Fees for additional or optional services that may be required shall also be included. Identify the fee that will be charged for additional virtual public or task force meetings not identified in the scope of work.
 - a. Within the proposal include the fees based on the following deliverables:
 - a. 20-year comprehensive economic development strategy
 - b. Target competitive industry analysis
 - c. Data set
 - d. Outreach strategy to obtain public feedback
8. Any potential conflicts of interest for Bidder in providing service to USVIEDA. If so, describe them.
9. Any additional information which may be useful to USVIEDA in evaluating Bidder's qualifications.

Failure to provide all information delineated above may result in a proposal being declared non-responsive.

H. FEDERAL REQUIREMENTS

This project may be financially supported, in whole or in part, by federal funds. As it is anticipated that federal funds will be used, a Bidder responding to this Request for Proposal ("RFP") shall not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

The successful Bidder and its sub-contractors shall be subject to all applicable laws and regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards (if applicable), lead-based paint regulations, relocation, accessibility requirements, terms and conditions applicable to contracts arising from grants made by the United States Department of Housing and Urban Development ("HUD"), and Federal Labor Standards Provisions set forth in Form HUD-4010.

It is anticipated that the resulting contract will be a fixed priced contract.



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I. HUD GENERAL PROVISIONS (“HUD RIDER”)

Any contract between USVIEDA and the successful Bidder shall include the provisions set forth in Attachment A to this RFP, which is incorporated herein by reference.

J. REQUESTS FOR CLARIFICATION

Bidders are to examine thoroughly the instructions, specifications and service requirements as set forth herein. If there is any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained herein, Bidders may ask for clarification before submitting their proposal. The last day to receive requests for written clarification will be no later than **5:00 p.m. AST, Friday, June 26, 2020.**

All requests for clarification must be presented to the VIEDA by email to **Kelly Thompson Webbe, Acting Chief Financial Officer** at kwebbe@usvieda.org. The email subject shall read: **Request for Clarification Vision 2040 RFP**. No response other than written will be binding upon USVIEDA.

Bidders shall not contact any USVIEDA Board member or personnel with questions or inquiries, except as set forth above. Unauthorized contact with any personnel of USVIEDA may be cause for rejection of a bid proposal. The decision to reject a bid proposal is solely that of USVIEDA.

Where such request results in a change or a clarification to the requirements of the RFP, USVIEDA will prepare and issue an Addendum to this RFP no later than **5:00 p.m. AST, Friday, July 3, 2020.**

The date set for submitting bid proposals may be changed if in the opinion of USVIEDA more time is necessary to enable bidders to revise their proposals. Addenda will state any changes to the proposal closing date and time. Bidders should acknowledge receipt of all addenda in their proposals. Bidders are required to check the USVIEDA website for any updated information and Addenda before the closing date at the following website address:

www.usvieda.org/about-usvieda/RFP

K. SUBMISSION OF PROPOSAL

All interested parties shall submit their bid proposal via mail courier service in accordance with the requirements set forth below in this section by **5:00 p.m. (Atlantic Standard Time) on Tuesday, July 14, 2020.** The mail shall be clearly marked: **VISION 2040 RFP – DO NOT OPEN. Proposals received after that date/time will not be considered. Proposals must be signed by a duly authorized representative of the Bidder.**

Each bid proposal shall provide a complete, accurate and reliable presentation. There is no expressed or implied obligation for the USVIEDA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Upon submitting a proposal, bidders will be deemed to have received notice of all addenda that are posted on the USVIEDA website and deemed to have considered the information for inclusion in the bid



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proposal submitted. This RFP and any resulting award shall be governed by and construed in accordance with the laws of the U.S. Virgin Islands.

Any contract awarded pursuant to this RFP will commence upon the effective date of said contract for a term of **six (6) months**, which may be extended at the discretion of USVIEDA. It shall be the bidders' sole responsibility for ensuring that their proposals are delivered on time.

To be eligible for consideration, the completed proposals must be submitted on a USB flash drive with one (1) hard copy of the drive's contents. All submissions must be sent via mail courier. Sealed packages must be addressed to:

Kelly Thompson Webbe
Acting Chief Financial Officer
8000 Nisky Shopping Center, Suite 620
St. Thomas, VI 00802

L. ACCEPTANCE OF PROPOSALS

USVIEDA will provide email notification of acceptance of each proposal. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

M. TERM OF ENGAGEMENT

Critical to USVIEDA's evaluation of bidders is their ability to meet the needs of USVIEDA and to do so within the time constraints established by USVIEDA.

N. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of USVIEDA. Proposals will be confidential during the selection process. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of USVIEDA. If any proprietary information is contained in the proposal, it should be clearly identified.

O. WITHDRAWAL OF PROPOSAL

A bid proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals, nor shall the successful provider withdraw or cancel or modify their proposal, except at the request of USVIEDA after having been notified that said proposal has been accepted by USVIEDA. The Virgin Islands Housing Finance Authority reserves the right to terminate funding if it is no longer available.



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P. CONSIDERATION OF PROPOSAL

The Chief Executive Officer of USVIEDA shall represent and act for USVIEDA in all matters pertaining to the scope of work and contract in conjunction therewith. This RFP does not commit USVIEDA to the award of a contract, nor pay any cost incurred in the preparation and submission of proposals in anticipation of a contract. USVIEDA reserves the right to reject any or all proposals and to disregard any informality, irregularity, or deficiency in the proposal when, in its opinion, the best interest of USVIEDA will be served by such action. Proposals failing to provide some of the items in the scope of work will not be rejected per se but any deviations from the scope must be clearly noted.

Q. CONTACT PERSONS

The principal contact within USVIEDA shall be:

Kelly Thompson Webbe, Acting Chief Financial Officer

Mailing address: 8000 Nisky Shopping Center, Suite 620
St. Thomas, VI 00802

Phone number: (340)714-1700 ext. 1313

Email address: kwebbe@usvieda.org

Email Subject: Vision 2040 Consultant RFP

R. RESERVATION OF RIGHTS

The USVIEDA reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals;
- b. Withdraw the RFP for any reason without liability to any Bidder;
- c. Request clarification and/or additional information from a Bidder at any point in the procurement process;
- d. Execute a Contract on the sole basis of the original proposal or any additions to proposal submissions;
- e. Accept or reject all or any part of any proposal as may be deemed to be in the best interest of the USVIEDA;
- f. Waive irregularities at its own discretion; and
- g. Reissue the RFP or modify the RFP.

S. DISCLOSURE

All trade secrets or proprietary information submitted in connection with this procurement shall not be subject to public disclosure. However, the Bidder must invoke the protection of this section prior to or



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upon submission of the data or other materials by clearly identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is propriety is not acceptable. A statement that cost proposals are to be protected is not acceptable.

T. CONFLICT OF INTEREST

A Bidder submitting a proposal must certify that it has familiarized itself with the provisions of title 3, chapter 37 of the Virgin Islands Code pertaining to conflicts of interest and has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations, if awarded a contract under this RFP. A Bidder submitting a proposal must certify that no officer, agent, or employee of the Government of the U.S. Virgin Islands or any of its departments, agencies, boards, commissions or authorities has a pecuniary interest in the proposal; 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 on its own behalf without connection with or obligation to any undisclosed person or firm.

The Bidder must also describe any contractual or other business relationship with the Government of the U.S. Virgin Islands or any of its departments, agencies, boards, instrumentalities, commissions or authorities, including the value of the contract or business relationship, entered into during the last five (5) calendar years.

U. LICENSE REQUIREMENT

An award will not be granted to any firm or individual doing business in the U.S. Virgin Islands to perform work with USVIEDA until evidence is submitted that said firm or individual is duly registered and licensed to conduct business in the U.S. Virgin Islands. Bidders must submit a hard copy of a valid Virgin Islands business license within 30 business days after award.

V. INSURANCE REQUIREMENTS

1. **PUBLIC & COMPREHENSIVE GENERAL LIABILITY:** The successful Bidder shall be required to obtain and have in full force and effect during the full term of engagement, a policy of public liability and general liability insurance including but not limited to death, bodily injury, property damage and broad form general liability coverage in which the limits shall be no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence and a general aggregate of One Million Dollars (\$1,000,000.00). All insurance shall be endorsed to USVIEDA as an additional insured. The successful Bidder must provide proof of the requisite insurance within (10) business days after award.
2. **PROFESSIONAL LIABILITY:** The successful Bidder shall be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less than One Million Dollars (\$1,000,000.00). All insurance shall be endorsed to USVIEDA as an additional insured. Proof of professional liability coverage must be provided within ten (10) business days after award.



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3. **WORKERS' COMPENSATION:** Within ten (10) business days after award of the project, the successful Bidder must submit a copy of their certificate providing that the firm and its agents are covered by Workers' Compensation insurance. Any subcontractors performing services to the successful Bidder under this RFP shall also provide Workers' Compensation Insurance covering such subcontractor's employees.

W. ACCEPTANCE OF CONTRACT

By submitting a proposal in response to this RFP, Bidder agrees that it will be required to enter into a professional services contract with USVIEDA, if Bidder is selected for the award. In addition, Bidder agrees to comply with all legal requirements to contract with USVIEDA.

X. EVALUATION PROCEDURES

All proposals received by the stated deadline will be reviewed and evaluated. During the evaluation process, USVIEDA may, in its sole discretion, request additional information or clarifications from Bidders. The USVIEDA evaluation team will select the finalist they determine, in their sole discretion, to be fully qualified and best suited among those submitting proposals. Once a finalist has been selected, the finalist shall obtain a business license to operate in the Territory (if the consultant operates outside of the Territory) before a contract is executed. The evaluation team may also choose no candidate and begin a new search or seek other candidates from the bidders to the original RFP.

CRITERIA	MAXIMUM SCORE
The proposal demonstrates a thorough understanding of the project and demonstrated knowledge and experience respecting economic development in the U.S. Virgin Islands, a rural community.	20
Project methodology, including planning principles, approaches being taken, and level of interaction.	20
Ability, capacity, and skill of the Bidder's key personnel to perform the contract or provide the services required.	15
Proposed work plan to include overall quality of the proposal (e.g., layout, readability, adherence to bid format requirements, etc.).	15
Overall pricing scheme as well as price in comparison to the other proposers within the following parameters: <ul style="list-style-type: none"> • Research, Strategy and Implementation Plan • Marketing and Communication Plan • Target Competitive Industry Analysis • Travel, Lodging, and Associated Expenses 	15
Demonstrated experience of the Bidder to accomplish the scope of work efficiently, effectively and in a timely manner, as verified by references.	15



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During the evaluation process, Bidder may be requested to make oral presentations. Such presentations will provide Bidder with an opportunity to answer any questions USVIEDA representatives may have regarding the bid proposal.

USVIEDA reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

It is anticipated that the evaluation of proposals and the selection of a contractor shall be completed within one (1) month following the proposal deadline.



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BID SHEET

VISION 2040

Economic Development Plan

for the

VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

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 scope of work, subject to all conditions as set forth in the project scope of work.

Instructions: For Section 1, the respondent should complete the Number of Staff, Hourly Rate, Estimated Hours per Week and calculate the Estimated Total in the chart below. For Section 2, Ongoing Expenses, the respondent should provide the weekly or monthly amount as requested, times the corresponding number of weeks or months to provide the estimated total.

Note: If additional Personnel roles are submitted as part of the respondent's proposal, please provide an additional sheet detailing the Position, # of Staff, Hourly Rate, and Estimated Hours per Week.

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

Section 1					
	# of Staff	Hourly Rate	Estimated Hours per Week	Estimated Timing (in weeks)	Estimated Total
Position	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>a x b x c x d</i>
Principal / Partner				26	\$
Senior Project Manager				26	\$
Senior Financial Analyst				26	\$
IT Technical Support				26	\$
Senior Technical Writer/Editor				26	\$



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Senior Economist				26	\$
Graphic Designer				26	\$
Marketing/Communications Director				26	\$
Public Relations Manager				26	\$
Social Media Manager				25	\$
SUBTOTAL	N/A	N/A	N/A	N/A	\$
Section 2					
	Unit	Rate		Estimated Timing (in weeks)	Estimated Total
<i>Ongoing Expenses:</i>	<i>a</i>	<i>b</i>		<i>c</i>	<i>a x b x c</i>
Travel (weekly lump sum)		\$	N/A	4	\$
Housing (weekly lump sum)		\$	N/A	4	\$
Per Diem (weekly lump sum)		\$	N/A	4	\$
SUBTOTAL - Ongoing Expenses	N/A	N/A	N/A	N/A	\$
20 YEAR ECONOMIC CONSULTANT TOTAL	N/A	N/A	N/A	N/A	\$

PLEASE PRINT OR TYPE NAME & THEN SIGN BELOW

NAME: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____ DATE: _____



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ATTACHMENT A

HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions shall apply to and be included in 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

USVIEDA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where Contractor or any of its subcontractors violate or breach any contract term. If 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.



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4. REPORTING REQUIREMENTS

Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by USVIEDA. Contractor/Subcontractor shall cooperate with all USVIEDA 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 U.S. Virgin Islands, USVIEDA and/or Virgin Islands Housing Finance Authority (“VIHFA”), 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 LABOR SURPLUS AREA FIRMS

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 but are not limited to:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. 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;



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- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. 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 C.F.R. 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

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

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

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



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

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

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

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

Contractor/Subcontractor shall notify USVIEDA 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)).

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.

Contractor/Subcontractor shall provide USVIEDA any additional information necessary for USVIEDA to fully assess and address such actual or potential conflict of interest.

Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by USVIEDA, 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, Contractor/Subcontractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:



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- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. 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
- g. Any arbitrary action in the procurement process.

Contractor/Subcontractor represents to USVIEDA 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.

Contractor shall 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

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 USVIEDA.

18. INDEMNIFICATION

Contractor/Subcontractor shall indemnify, defend, and hold harmless USVIEDA 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 Contractor/Subcontractor in the performance of the services called for in the contract.

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



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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; 18 U.S.C. § 874; and 40 U.S.C. § 276c). 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)

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 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)

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.



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22. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

23. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

USVIEDA may terminate this contract at any time by giving at least 30 days' notice in writing to Contractor/Subcontractor. If the contract is terminated by USVIEDA as provided herein, 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)

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

- A. 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. Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without



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discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by Contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- B. Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of 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.
- D. 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 Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the



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notice (e.g., 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).

- E. Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that 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.
- F. 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. 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)

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 C.F.R. chapter 60).

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

- A. Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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.
- B. 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. Contractor/Subcontractor shall state that all qualified applicants will receive



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consideration for employment without regard to race, color, religion, sex, or national origin.

- C. Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. 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 Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.
- F. 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.
- G. In the event of 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 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.
- H. 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. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such



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direction by the contracting agency, 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)

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. 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.

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)

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. Parts 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.



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

- A. A stipulation by Contractor/Subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
 - B. Agreement by Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
 - D. Agreement by Contractor that it 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 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)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of 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.



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- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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)

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

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of Contractor/Subcontractor for one hundred percent (100%) of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of Contractor/Subcontractor for one hundred percent (100%) 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



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(As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. *Contractor/Subcontractor* agrees to send to each labor organization or representative of workers with which *Contractor/Subcontractor* has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of *Contractor's* commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. *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. *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.
- E. *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after *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 *Contractor/Subcontractor's* obligations under 24 C.F.R. Part 135.



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- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended, which 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.



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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, 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 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



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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. ENVIRONMENT REVIEW RECORD

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

38. FLOOD INSURANCE REQUIREMENTS

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

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. § 5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. ANTI-FRAUD, WASTE and ABUSE CHECKS

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



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41. AFFIRMATIVELY FURTHERING FAIR HOUSING

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

42. DRUG FREE WORKPLACE

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

43. TIMELY DISTRIBUTION OF FUNDS

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



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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.



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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. Title 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

(a) Certification.

(1) As part of its consolidated plan under 24 C.F.R. Part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

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

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in Parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

(2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS

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.



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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 U.S. Virgin Islands agency or agency of a political subdivision of the U.S. Virgin Islands 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 C.F.R. 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.