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www.USVIEDA.org

REQUEST FOR PROPOSAL

No. RFP-002-2020

VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

BY AND THROUGH THE

**VIRGIN ISLANDS ECONOMIC DEVELOPMENT
PARK CORPORATION**

Architectural & Engineering Services

**FLEMING BUILDING
4 KING STREET
FREDERIKSTED, SAINT CROIX**

Released: August 26, 2020
www.usvieda.org/about-usvieda/rfp
VIRGIN ISLANDS ECONOMIC DEVELOPMENT PARK CORPORATION
REQUEST FOR PROPOSAL
ARCHITECTURAL & ENGINEERING SERVICES

AGENCY DESCRIPTION

The Virgin Islands Economic Development Authority ("USVIEDA") 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:

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

In 1977, the Virgin Islands Legislature created the Industrial Park Development Corporation, now the Economic Development Park Corporation ("EDPC"), a public corporation and instrumentality that is a subsidiary entity of, subordinate in administration and operation to USVIEDA. The purpose and objective of EDPC are, among other things, to acquire, operate and improve industrial parks in order to provide suitable sites for the location of industries in the Virgin Islands.

Presently, EDPC operates two industrial parks, the Williams D. Roebuck Industrial Park on St. Croix and the Virgin Islands Industrial Park on St. Thomas. In addition to these Parks, EDPC owns and operates a historical commercial office building in Frederiksted, St. Croix.

The William D. Roebuck Industrial Park occupies approximately 24 acres in Estate Negro Bay, St. Croix and consists of approximately 160,000 square feet of commercial space. It is located mid-island off Governor Melvin H. Evans Highway in close proximity to The William "Bomba" Allick Port and Transshipment Center (The Container Port) and the Henry E. Rohlsen Airport. The Virgin Islands Industrial Park on St. Thomas consists of 20,000 square feet, more or less, of commercial space. It is located on a hillside just outside of the bustling town of Charlotte Amalie. The Virgin Islands Industrial Park overlooks the Crown Bay Marina and Crown Bay Center in Subbase.

The Fleming Building, located at 4 King Street in the historic waterfront town of Frederiksted, houses the main USVIEDA offices on St. Croix. It is a historic two-story brick building comprising of approximately 17,000 square feet, excluding the courtyard and dual-space garage area. The building was built by William Fleming in 1902 using bricks from structures destroyed in the 1899 hurricane. It has been little altered over the years.

DESCRIPTION OF WORK

EDPC is soliciting proposals from qualified and licensed firms ("Respondents") to provide architectural & engineering services ("A&E") for a federally funded recovery project at the **Fleming Building located at 4 King Street, Frederiksted, St. Croix, U.S. Virgin Islands, 00840.**

Respondents will be competing against each other for selection to provide disaster recovery A&E services as more fully described in the scope of work (Attachment A). The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP. Respondents must respond to all components of the scope for the Fleming Building located in Frederiksted, St. Croix.

This Project may be financially supported, in whole or in part, by federal funds. See Appendix H: Requirements for Non-Federal Entity Contracts Under Federal Awards. The successful shall be required to comply with all applicable Federal laws, regulations, executive orders, Federal Emergency Management Agency ("FEMA") policies, procedures, and directives. 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. See Appendix F: Debarment Certification Form.

The successful Bidder and its subcontractors shall be subject to all applicable laws and regulations pertaining the United States Department of Homeland Security ("DHS") through the Federal Emergency Management Agency ("FEMA") 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. It is anticipated that the resulting contract will be a fixed priced contract.

NEGOTIATED PROCEDURES

The USVIEDA Chief Executive Officer shall appoint a Selection Committee to assist in the evaluation and selection of at least one Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals, the Committee shall select for discussions from the firm(s) or person(s), in order of preference, those firm(s) or person(s) **deemed to be most highly qualified to provide the services herein required.** Discussions shall be conducted successively and severally with the firm(s) or person(s) so selected on the anticipated concepts for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

1. Proposals will be evaluated according to the following criteria in descending order. Selection criteria shall include:

A. Responsiveness of proposal (technical capability) (30 points):

Respondent's experience in providing services similar to the scope of services described herein; the quality of the respondent's management, reputation, and references; and the terms under which the respondent will commit its personnel without transfers and changes.

B. Proposer's qualification (25 points):

Respondent's history, if any, in contracting or doing business with historic buildings, and quality of performance on other similar projects.

C. Proposer's Approach (20 points):

The quality of the proposal and the degree to which it demonstrates the respondent's approach and full understanding of and the ability to perform the services to be rendered and the content of the proposal demonstrating the respondent's full understanding of the project.

D. Cost proposal (bid price) (15 points):

Narrative detailing the Architect's proven ability to work on similar projects of this nature as well as the Architect's detailed Project Approach for this specified Project. The narrative must specify and justify any assumptions that were incorporated within said Project Approach.

E. References (10 points)

2. The Evaluation Committee may, at its option, request any or all proposers to participate in on-site interviews. Proposers may only ask questions that are intended to clarify the questions that are being asked to respond. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If EDPC experiences difficulty on any part of Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.
3. The Evaluation Committee shall evaluate all proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP to determine whether the Respondents meet the Minimum Qualifications Requirements based on:
 - a. Submission of completed Appendix E: Respondent's Qualification Statement & Minimum Qualifications Questionnaire
 - b. Demonstration of experience providing architectural and engineering services for at least one (1) project relating to historic buildings

Architect's Qualifications and Experience:

- Narrative detailing Architect's Qualifications, Resumes, Certificates, Licensures, and copies thereof to include, if applicable, the Articles of Incorporation.
- Listing of Past Projects detailing the project's owner, time and cost similar in nature to this Project.



- Listing of all other past projects and on-going present projects detailing the project's owner, time, cost and percentage of completion.
- Number of years of Professional Experience performed to include that within the U.S. Virgin Islands.
- V.I. professionally licensed staff now available and living within the U.S. Virgin Islands that can be quickly positioned for this particular Project.
- Names and Qualifications of all other proposed consultants that the Architect is considering utilizing for this Project.
- Narrative detailing the past positive performance of the Architect on similar projects to include the full name, position and cellular telephone number of the owner and/or other similar representative that can be called on as a reference pertaining to the particular project.
- Narrative detailing the past positive performance of the Architect on other Projects to include a full name, position and cellular telephone number of the owner and/or other similar representative that can be called on as a reference pertaining to the particular project.
- Other References, which shall include a full name, company, position/title and cellular telephone number.
- Narrative detailing both the Architect's proven ability to work with USVIEDA/EDPC or U.S. Virgin Islands Government personnel on similar projects of this nature, as well as the Architect's detailed Project Approach for this specific Project and specify and justify any assumptions that were incorporated within said Project Approach.

ARCHITECTS UNDERSTANDING OF THE NATURE OF THE SCOPE OF SERVICES AND HOW ITS PROPOSAL WILL BEST MEET THE NEEDS OF EDPC.

- Explain how the respondent will achieve the goals, objectives, tasks, and deliverable outlined.
- Describe the strategy for preventing fraud and abuse, and for complying with local and federal guidelines.
- Proposals must demonstrate knowledge of local communities and community specific needs, including any relevant experience working in the Territory.
- Project Approach for maximizing use of local and/or low to moderate-income and/or
- Minority and Women Owned Business Enterprise (M/WBE)

NEGOTIATION

The Selection Committee shall recommend to the Chief Executive Officer **the highest qualified firm(s) or person(s) with whom contracts shall be negotiated.** The Chief Executive Officer, with the assistance of the Selection Committee, shall attempt to negotiate contracts with such firm(s) or person(s).

Should the Chief Executive Officer be unable to negotiate a satisfactory contract with the firm(s) or person(s) considered to be the most qualified, at a price the Chief Executive Officer determines to be fair and reasonable, negotiations with those firm(s) shall be formally terminated. Negotiations shall continue with other the selected firm(s) until an agreement is reached.

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-002-2020 – Economic Development Park Corporation for Architectural and Engineering Services for Fleming Building located at #4 King Street, Frederiksted, St. Croix, U.S. Virgin Islands, 00840.

Information provided in the scope of service is to be used only for purposes of preparing a proposal. It is further expected that each Bidder shall read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

EDPC reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous. An award will be made to the most **responsive and responsible** bidders whose offer, conforms to the solicitation.

Applicants are requested to submit proposals based on the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work shall receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to Wayne Biggs, Jr., Interim Chief Executive Officer at wbiggs@usvieda.org. Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in the RFP. The issuance of a written addendum by EDPC is the **only** official method by which interpretation, clarification or additional information can be given.

B. STATEMENT OF PURPOSE

To assist EDPC in meeting the requirement for the following service: RFP-002-2020 Fleming Building - Architectural & Engineering Services.

C. PROPOSED SCOPE OF SERVICES

Please see the attached project scope at the end of package (Appendix A).

D. REQUEST 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, Wednesday, September 9, 2020.**

All requests for clarification must be presented to EDPC by email to Wayne Biggs, Jr., Interim Chief Executive Officer at wbiggs@usvieda.org. The email subject shall read: **“REQUEST FOR CLARIFICATION RFP-001-2020 Fleming Building”**. No response other than written will be binding upon USVIEDA.

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

Where such request results in a change or a clarification to the requirements of the RFP, EDPC will prepare and issue an Addendum to this RFP no later than **5:00 p.m. AST, Wednesday, September 16, 2020**.

The date set for submitting bid proposals may be changed if, in the opinion of EDPC, 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-VIEDA/RFP

E. 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. AST on Monday, September 28, 2020**. The mail shall be clearly marked "**DO NOT OPEN -- RFP-002-2020 Fleming Building A&E**". Proposals received after said 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 EDPC 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 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 one (1) year, which may be extended at the discretion of EDPC. 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:

Wayne Biggs, Jr.
Interim Chief Executive Officer
Virgin Islands Economic Development Authority
116 King Street
St. Croix, VI 00840

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

<p>SEALED PROPOSALS-DO NOT OPEN</p> <p>RFP-002--2020 Fleming Building A&E</p> <p>(Name of Bidder)</p> <p>(Mailing Address of Bidder)</p> <p>(Telephone Number of Bidder)</p> <p>(Fax Number of Bidder)</p>
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Bidders shall be responsible for their delivery of their proposals to EDPC before the date and time set for the closing of acceptance of proposals. Proposals received after the official deadline will be considered **LATE** and will **NOT** be considered for evaluation.

F. WITHDRAWAL OF APPROVAL

A 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 30 days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of EDPC after having been notified that said proposal has been accepted by EDPC.

G. CONSIDERATION OF PROPOSAL

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

H. ACCEPTANCE OF PROPOSAL

EDPC shall notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

I. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, shall disqualify the applicant and the proposal shall be deemed as non-responsive. Each Respondent must adhere to the requirements of the project relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

1. **Cover Letter:** The Respondent shall submit a cover letter that is signed and dated by an individual authorized to enter into a contract with the respective facility, and shall acknowledge receipt of all addenda, if applicable.
2. **Title Page:** The title page should include the proposal title, RFP No., name, address, tax ID number (TIN), and phone number of the Respondent and its principal contact.
3. **Executive Summary:** The 1-2 page summary should encapsulate the plan of action or approach to meet the requirements of this RFP, deliverables, if appropriate, and a summary of the cost information.
4. **Table of Contents:** The table of contents should facilitate locating all key points in the proposal.
5. **Organization:**
 - a. Current Business License for services being advertised
 - b. Current trade name registration certificate, if applicable
 - c. Certificate of Good Standing dated July 1, 2019 or later
 - d. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or qualification (Limited Partnerships), if applicable
 - e. Copy of Sam.Gov registration
 - f. Proof of DUNs number registration
6. **Firm Background and Experience:** A brief history of the Respondent, including a description of the company's experience in the last five years, and any relevant licenses.
 - a. Provide an organizational chart of the firm; include the names, background and education, length of time in organization, resumes, and experience of all principals. Indicate number and specialty of all technical employees in your firm. Include any sub-consultants in the organizational chart.
 - b. Indicate the number and value of active projects now being handled by your firm.
 - c. Please state if your firm is currently or has been involved in any litigation, reasons for said involvement, disposition of the litigation, and current status.

- d. Include any other information which you believe would be important to our consideration of your proposal. Please do not provide general marketing material or brochures, only relevant information for proposal evaluation.
 - e. Complete the Minimum Qualifications Questionnaire (Appendix E)
- 7. Technical Proposal:** Complete plan of operation and implementation for the services address in the submittal proposal. The Technical Proposal is a narrative that addresses the Scope of Work. The technical proposal should also include the following, as necessary:
- a. Identification of key personnel responsible for the execution of contract, and their roles.
 - b. Provide resumes of all personnel proposed for this work and copies of licenses.
 - c. Indicate which firms you will employ as sub-consultants for certain portions of this work. Identify the firm(s) you are considering along with their role and qualifications of the key staff.
 - d. Indicate the amount of time required to mobilize when so requested.
 - e. Provide a description of a minimum of three (3) comparable projects indicating dollar value, date of project completion, including names, address and phone numbers of references. At least one (1) of the comparable projects must have had Virgin Islands State Historic Preservation Office, a division within the Department of Planning & Natural Resources, (<https://dpr.vi.gov/vi-state-historic-preservation/>) approval.
- 8. Timeline and Staffing Plan:** The Respondent shall provide:
- a. A timeline for the executive of services detailed in the RFP
 - b. A detailed staffing plan with the ability to provide services needed at each phase of the project. This plan shall include the number of personnel, roles and responsibilities of each person on the project.
 - c. The staffing plan shall also include a breakdown of staff that will need to be hired, and/or subcontracted and the expected tasks to be fulfilled.
- 9. Acknowledgement of any Addenda:** Respondent shall acknowledge in the transmittal letter the number of addenda issued.
- 10. Confidential/Proprietary Information:** Respondents may specifically include in their response a section entitled "Confidential, Proprietary information or Trade Secrets." This section shall indicate the exact location in the proposal of all information claimed by the firm to be confidential or trade secrets. The firm shall also provide a justification as to why such material, upon request, should not be disclosed by respective facility. Such information deemed by the Respondent to be confidential/proprietary shall be easily separable from the non-confidential or non-proprietary sections of the proposal.
- 11. Reference Letters:** Three (3) letters minimum with at least one (1) letter of reference from a project completed with Virgin Islands State Historic Preservation Office approval (including a notarized written consent from each authorized representative, which must include: name, telephone number, and email address).

- 12. Cost Proposal:** Respondent will provide cost estimates for the following outlines services utilizing the hourly rate form attached (Appendix D).
- 13. Required Forms:** Respondents must submit all Appendices to this RFP requiring signature.
- 14. Insurance Requirement:** The cost of which shall be borne by the Consultant and maintained fully during the term of the contract.
- a. Certificate of Government Insurance (Workers' Compensation):
 - i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law, 24 V.I.C. § 250 *et seq.*
 - b. Comprehensive General Liability Insurance:
 - i. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
 - 1. Each occurrence - \$1,000,000.00
 - 2. Damage to rented premises - \$50,000.00
 - 3. Medical Expenses - \$5,000.00
 - 4. Personal & Advertising Injury - \$1,000,000.00
 - 5. General Aggregate - \$1,000,000.00
 - 6. Products-Completed Operations Aggregate - \$1,000,000.00
 - ii. General Aggregate shall apply on a policy basis.
 - iii. Respondent shall provide a Certificate of Insurance reflecting required coverage.
 - iv. If awarded, the A&E firm or person shall provide proof of adding EDPC as an additional insured.
 - c. Commercial Automobile Liability (when applicable):
 - i. Respondent shall carry automobile liability insurance for all owned, non-owned, scheduled, and hired vehicles with the following minimum limits and coverage:
 - 1. Combined Single Limit - \$100,000.00
 - ii. Respondent shall provide a Certificate of Insurance reflecting required coverage.

J. CONFLICT OF INTEREST:

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

K. LICENSE REQUIREMENT:

An award will not be made to any firm or individual until evidence is submitted that said firm or individual has a valid Virgin Islands Business License pursuant to V.I. CODE ANN. tit. 31, § 236(g) states that all prospective bidders when submitting a bid shall be required "to include a certification in writing from the Lieutenant Governor that the prospective bidder is registered with the Office of the Lieutenant Governor, maintains a business office in the Virgin Islands, has been licensed for at least one year by the Department of Licensing and Consumer Affairs to do business in the Virgin Islands

and at the time of the submission of the bid has no outstanding tax liability." A copy of a valid Virgin Islands Business License must be submitted within 10 business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

L. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH EDPC:

See Appendix B. These will be required prior to award of Contract.

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

In accordance with the Virgin Islands law, service contracts awarded with fees in excess of Twenty-Five Thousand Dollars (\$25,000) must comply with equal employment opportunity requirements. 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;
- 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.

N. TAXES

The price proposed by Offeror(s) shall be the total consideration, inclusive of taxes, as applicable. The Offeror(s), if awarded the Contract, may be subject to gross receipt tax, excise tax, import tax or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror(s) unless exempt by law. The Offeror(s) is advised to contact the Virgin Islands Bureau of Internal Revenue ("VIBIR") at (340) 715-1040 for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror(s) /Contractor's tax liability. To the extent an Offeror(s) claims an exemption from any applicable Virgin Islands tax or custom duty, Offeror(s) must, upon contract execution, present EDPC documented evidence from VIBIR or other Virgin Islands Government Department establishing that Offeror(s) is not responsible for taxes.

O. CONTRACT AWARD

1. EDPC reserves the right to award a contract to a firm other than the Respondent offering the lowest overall cost.
2. The contract resulting from this solicitation shall be awarded to the highest-rated responsible Respondent based on the evaluation factors set forth in the RFP. The award of a contract does not commit EDPC to use the equipment or services of the selected firm.
3. Any proposed contract award shall be subject to all required oversight approvals, including EDPC Governing Board approval, Respondent's execution of the contract, and the signature approval of the Chief Executive Officer of USVIEDA.
4. The selected Respondent will submit contract terms to EDPC outlining standard and unique conditions for the project. EDPC will review and come to a mutual agreement prior to issuing a Purchase Order to commence construction.
5. Respondent shall verify that all costs submitted in its proposal are all-inclusive. Respondent understands that EDPC will not be liable or accountable for any errors or omissions made therein. Respondent further agrees that increases in labor rates and/or material prices shall not be allowed during the life of the contract and are included herein.

P. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of EDPC. Proposals will be confidential during the selection process. EDPC reserves the right to release or disclose any of the attached information to its associated divisions, partners, contractors, or any of its subsidiaries. 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 EDPC. However, trade secrets or proprietary information submitted in connection with this procurement shall not be subject to public disclosure. The Bidder must invoke the protection of this section prior to or 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 reason(s) 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.

Q. CONTRACT AND PAYMENT

The selected Respondent will submit contract terms to EDPC outlining standard and unique conditions for the project. EDPC will review and come to a mutual agreement prior to issuing a Notice to Proceed to commence construction.

1. Term of Contract

One (1) year, with one (1) one-year extensions exercisable at EDPC's sole discretion.

2. Contract Provisions

The contract to be entered into between the selected proposer and EDPC shall contain negotiated provisions based upon the specific requirements set forth in this RFP and the selected firm's proposal, as well as USVIEDA/EDPC's General Contract Provisions. Such General Contract Provisions are intended to generally indicate certain contract provisions which will be required by EDPC; it is not intended to be all-inclusive or provide for final terms, and may need to be expanded or revised, where necessary, in the contract.

3. Payment

The selected firm shall be paid in accordance with the fee schedule based on the percentage of work completed for each phase. Additional services will be paid on a negotiated lump sum basis or on an hourly basis as approved by EDPC. Reimbursable expenses will be paid on an actual cost basis and as approved by EDPC.

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APPENDIX A

SCOPE OF WORK

The Virgin Islands Economic Development Park Corporation (“EDPC”) is requesting proposals from a licensed and qualified Architectural and Engineering (A&E) design firm for project design services for the Reconstruction of the Fleming Building. The selected firm is to coordinate and manage projects and play an active role in the EDPC’s Project Team and other members deemed appropriate by USVIEDA (the “Project Team”). Contractor will develop schedules; analyze project construction estimates; analyze alternative designs; analyze cost models; understand labor conditions; advise on the most appropriate construction techniques; provide value engineering and life cycle costing, and coordinate/communicate the activities of the project through all phases.

For design and construction management services for EDPC Redevelopment Project, Contractor shall provide complete architectural/engineering services for design development, construction documents, bidding, and construction phase services. The scope of services is categorized into five categories of services: 1. Program Development; 2. Conceptual/Pre-Design; 3. Architectural & Engineering Design; 4. Bid Documents; and 5. Construction Management Services. Where duplication of the scope of services occurs between categories, respondents should demonstrate how they propose to implement the project in an efficient manner at a value to EDPC.

CONCEPTUAL PRE-DESIGN

- i. Perform a site assessment of the existing facility and provide a report that would detail the current state of existing structures and layout of supporting utilities.
- ii. Program management procedures, which will be established through Contractor efforts with EDPC’s input and approval during design phases, will allow for the integration of all design and construction phase components of any project. Contractor shall strive for project delivery that is timely, cost-effective and consistent with the standards set by EDPC.

ARCHITECTURAL AND ENGINEERING DESIGN

Contractor shall provide architectural and engineering design services, including overall project coordination, design development, coordination of design and Contract Documents, public approval and permitting as may be required by relevant agencies, cost estimating, and assistance in strategic efforts to develop construction phases for the project. Project specific Site Plans, Selective Demolition Plans, Proposed Floor Plans, Roof Plan(s), Elevations, Sections, Interior Elevations, Structural Framing Plans, Schedules, complete details along with complete Project Specifications and a Final Engineering Estimate of Construction Costs.

- i. Contractor shall review design decisions through regularly scheduled meetings. Contractor shall administer, coordinate, and document on-site design meetings with EDPC’s Project Team and required staff. Meetings shall include presentations and project progress updates. Contractor shall issue meeting minutes within a reasonable amount of time following each meeting.

- ii. Contractor shall provide design documents from Basis of Design Report design through Bid Ready Construction Documents. Design documents shall include architectural and engineering design for the agreed upon Scope of Work for the renovation of the facility. Contractor shall prepare construction documents with the necessary construction details, fully dimensioned and with detailed specifications from which prospective bidders can make accurate and reliable estimates of labor and materials required to complete the project. Construction documents shall include all final designs, specifications, estimates, and other relevant documents.
- iii. Contractor shall engage applicable sub-consultants as necessary, to perform hazardous material evaluations and to perform destructive structural integrity and installation evaluations. The presence of lead, asbestos, and PCB, but not limited to other carcinogenic compounds, shall be tested prior to any physical testing. Contractor shall submit report findings to EDPC upon receipt.
- iv. Contractor shall provide assistance acquiring approval of construction documents from applicable agencies. Contractor shall develop and submit drawings to the Virgin Islands Department of Planning and Natural Resources (DPNR) and all applicable agencies within the jurisdiction of the Virgin Islands to include but not limited to Virgin Islands Fire Department, Virgin Islands State Historic Preservation Office, and any other relevant agencies as requested by EDPC for review and approval.
- v. Design documents shall be compliant with the International Building Code (IBC) and all applicable Federal and local laws and regulations.
- vi. Contractor shall obtain approval and permits from the Virgin Islands Fire Department, Virgin Islands Department of Planning and Natural Resources, and all other authorities having jurisdiction applicable.
- vii. Contractor shall provide all project deliverables from the current versions of approved software. In addition, Contractor shall use the system in accordance with EDPC's protocol to manage all project related correspondence, transmittals, meeting minutes, requests for information, deliverables, daily logs, project costs, change management, and reporting. Contractor shall provide timely updates for EDPC to prepare required FEMA Quarterly Project Reports.
- viii. Contractor shall provide Final Schematic Design Documents to include the mutually agreed-upon program, schedule, and budget for the overall Cost of the Work.

BID DOCUMENT SERVICES

- i. Prepare and assist EDPC with the Bidding Documents that will consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings and any subsequent Negotiations. Assist EDPC with the bidding and evaluations for contracting of the construction work.
- ii. Contractor shall participate as a consultant in selection interviews with prospective contractors.

- iii. Contractor in collaboration with EDPC shall consider requests for substitutions, where permitted by the Construction Documents, and shall prepare and distribute addenda identifying approved substitutions.
- iv. Contractor shall assist EDPC during negotiations with prospective contractors.
- v. Contractor will provide a final construction cost estimate (Engineer's Estimate) to EDPC for their use not prior to but on first day of the bid evaluation process.
- vi. Contractor will attend all meetings associated with the pre-bidding/bidding/negotiation process. In particular, Contractor will participate in the mandatory pre-bid conference and pre-bid site visit.
- vii. Contractor will investigate and respond to all questions raised by prospective bidders (contractors) and after receiving EDPC's prior written approval, issue written replies to all bidders in the form of addendum.
- viii. Contractor will continually assist EDPC with bid negotiations until a responsive bidder has been selected.
- ix. Contractor shall support EDPC to solicit Construction Contractor(s) interest to ensure competitive bidding and shall keep account of and distribute Bid Document Packages to prospective bidders and provide EDPC with a report of the Bid Document Packages distribution.
- x. Contractor shall assist EDPC in reviewing and analyzing the bids, including research into the quotations and capabilities of the apparent low bidders to determine that the apparent low bidders can fulfill all bid requirements, vetting the lowest bidder, and make recommendations to EDPC as to the award of the contracts.
- xi. Contractor shall submit documentation evidencing a building permit, or an approval of the project to have a permit issued from the authority having jurisdiction.

CONSTRUCTION MANAGEMENT SERVICES

Contractor shall provide all services necessary and required for the inspection, management, coordination, and administration of the project, so that the required construction work is properly executed, completed in a timely fashion, and conforms to the requirements of the construction contract and to good construction practice. The Contractor shall provide such services from project commencement through substantial completion, final acceptance, and project close-out.

Contractor shall include engineering design services during construction, commissioning, and close-out services will generally consist of the following: review submittals; review and respond to requests for information (RFIs) and requests for clarification; interpret Contract Documents; conduct periodic site visits; attend and facilitate construction project meetings; review progress of construction; develop requests for proposals, Change Orders, and Work Change Directives; review and evaluate Change Order

proposals; prepare Change Orders; review and certify Contractor applications for payments; maintain logs for submittals, RFIs, Change Order proposals and Change Orders; provide technical support; monitor contractor's general conformance with the Contract Documents; provide field support during start-up; participate in technical inspections of the project, substantial completion inspection, and final walk-through; review punch list; prepare record drawings; and participate in close-out meeting with the Construction Contractor(s) and EDPC and its representatives.

DATA MANAGEMENT

Contractor shall provide and maintain throughout the project a digital data management system and collaboration platform for communication and sharing of all project files and documents. Such data management and collaboration platform shall have varying levels of access for all project participants, including Construction Contractor(s), sub-contractors, design consultant(s), grant managers, and EDPC. Such data management and collaboration platform shall be organized to manage all project related data in a manner consistent with industry practice.

ATTEND PRE-CONSTRUCTION CONFERENCE

A meeting will be held between the Construction Contractor, EDPC, and the Contractor prior to the start of construction to coordinate the start of construction, review any issues that may have arisen, and discuss the expectations of the parties involved. Contractor shall coordinate the preparation of meeting documents, such as the agenda, with EDPC, distribute information prior to the meeting, and record meeting minutes. Contractor shall assume two attendees at this meeting.

CONSTRUCTION PROGRESS MEETINGS

1. Contractor shall coordinate progress meetings, held at least once per month, as deemed necessary by EDPC and Contractor. Contractor shall assume one attendee at this meeting.
2. In addition to attendance at the progress meetings, Contractor shall facilitate the meetings, prepare a package for each meeting containing agenda, a summary of open submittals, RFIs, and Change Orders to be reviewed at each meeting, and a three-week look ahead schedule (to be provided by the Construction Contractor), and other documentation that may be required for meetings that are not specified. Contractor will prepare meeting minutes and provide them to EDPC within five (5) business days.

ISSUE RESOLUTION AND STAGING MEETINGS

Contractor shall assume that construction related issues and coordination of sequencing will arise that may require formal meetings between the Construction Contractor(s) and EDPC to reach an agreeable resolution. Contractor shall assume two one-hour meetings with one attendee.

PERIODIC FIELD VISITS

1. Contractor shall assume that periodic visits to the site will be required to observe progress and assure compliance with the Contract Documents and design intent. Contractor shall assume a total of nine (9) visits, each attended by one representative.
2. Contractor shall make visits to the site at intervals appropriate to the various stages of construction, as deemed necessary, to monitor the Construction Contractor's work for compliance with the Contract Documents, as outlined above. The visits may coincide with the progress meetings. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Contractor in this scope of services and the Contract Documents, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Contractor' exercise of professional judgment as assisted by EDPC. Based on information obtained during such visits and such observations, and from EDPC, Contractor shall determine, in general, if such work is proceeding in accordance with the Contract Documents and shall keep EDPC informed of the progress of the work. During the site visits, Contractor shall notify EDPC if Contractor believes that work should be rejected because such work will not produce a completed project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

REVIEW OF SUBMITTALS AND SHOP DRAWINGS

Contractor shall review all shop drawing submittals prepared by the Construction Contractor(s) along with associated illustrations, samples, and other submittals required by the Contract Documents. Contractor shall assume one (1) submittal requires review.

Contractor shall review and respond to all submittals, shop drawings, and samples within 14 calendar days. Contractor shall coordinate and track submittals, including preparing and maintaining a submittal log. Contractor will distribute the shop drawings and submittals. Copies of each submittal including subsequent revisions shall be provided to EDPC.

RESPOND TO REQUESTS FOR INFORMATION (RFIS)

Contractor shall respond to RFIs submitted by the Construction Contractor. Contractor shall assume one (1) RFI response.

The Contractor shall coordinate and track RFIs, including preparing and maintaining an RFI log. Copies of each RFI including responses and subsequent revisions shall be provided to EDPC.

CONTRACTOR CHANGE ORDERS

Contractor shall review Construction Contractor(s) Change Orders and provide a recommendation to EDC as appropriate. Contractor shall assist EDC in the preparation of the final Change Order document, review and evaluate Change Orders proposed by the Construction Contractor and provide a response. Contractor shall assume two proposed Change Order reviews.

APPLICATIONS FOR PAYMENT –PROJECT REPRESENTATIVE

EDC will perform the review and recommendation of approval of payment requisitions issued by the Construction Contractor. However, Contractor shall provide assistance when clarification or interpretations of the Contract Documents are necessary. In addition, Contractor shall review the Schedule of Values which serves as the basis for the Payment Applications when submitted by the Construction Contractor.

CLOSE OUT

Contractor shall provide close out services for the project. This will include receiving, reviewing, and transmitting to EDC written comments, guarantees, and certificates of inspection, which the Contractor will assemble in accordance with the Contract Documents to obtain final payment. Contractor shall prepare record drawings (both hard copy and electronic).

RECORD DRAWINGS

Contractor shall prepare record drawings, as needed, which reflect as-built conditions based on information provided by EDC, the Construction Contractor, and the Contractor's own on-site inspections. Contractor shall reconcile and log that all construction document changes (i.e., shop drawings, RFIs, Field Change Orders, etc.) have been incorporated into the record drawings.

SUBSTANTIAL COMPLETION

Following notice from the Construction Contractor(s) that the entire work is ready for its intended use, Contractor, EDC, and the Construction Contractor, shall conduct an inspection to determine if the work is substantially complete. Contractor shall deliver a report on the determination of substantial completion to EDC. After the resolution of any objections of EDC, Contractor shall report a determination of substantial completion.

Before Contractor issues a determination of substantial completion, it will submit to the Construction Contractor(s) a list of observed items requiring completion or correction (Punch list).

FINAL SITE INSPECTION AND PROJECT CLOSE-OUT

Contractor shall perform a final site inspection and walk-through of all the project areas with EDC and the Construction Contractor(s) to determine final completion status. Warranty procedures will be finalized. Contractor shall prepare a final report and submit it to EDC for review and acceptance.

APPENDIX B

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH USVIEDA

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current Virgin Islands Business License (to conduct activity covered by contract being pursued); and/or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with EDPC as Certificate Holder and Additional Insured as indicated on endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names EDPC as an additional insured is required—blanket insurance endorsements that do not name EDPC are not accepted.
3. Proof of Workers' Compensation Coverage/ Government Insurance Coverage
4. Proof of Professional Liability Coverage with EDPC as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only to professional services contracts where EDPC will rely on the advice and services of the Contractor in its decision-making processes OR where EDPC can suffer harm/losses from faulty performance of the services from the quality of the contractor's work.
5. Corporations (Inc., Corp, Co., Corporation)
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
6. Limited Liability Company (LLC)
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of existence (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
7. General Partnerships
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)



8. Limited Partnerships (LP/ LLP/ LLLP)
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Existence (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

9. Sole Proprietorship
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-3 above are required for all contractors. Documents listed in No. 4 apply to professional services contracts only. Documents listed in Nos. 5-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-3 and 4 (if applicable). If a contractor is not performing work in the U.S. Virgin Islands and does not require local documents, EDPC has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.



APPENDIX C

ANTICIPATED PROJECT SCHEDULE DURATIONS

Task	Time Frame
Pre-Design Phase and Meeting	30 Days
Design, Pre-Construction Phase and Meeting	30 Days
Bid, Contract Documents, and Meeting	30 Days
Permitting and Approval	30-60 Days
Construction Phase and Meeting	240 Days
Total Anticipated time Frame	12 Months

APPENDIX D

HOURLY RATE SCHEDULE

Respondent shall complete and submit an Hourly Rate Schedule. Estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all costs listed may be included in the final contract based on negotiation with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
Section 1: Program Development					
SUBTOTAL					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
Section 2: Conceptual/Pre-Design Services					
SUBTOTAL					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
Section 3: Architectural & Engineering Design Services					
SUBTOTAL					



Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
Section 4: Bid Document Services					
SUBTOTAL					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
Section 5: Construction Management Services					
SUBTOTAL					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
TOTAL COST	



APPENDIX E

RESPONDENT'S QUALIFICATION STATEMENT & MINIMUM QUALIFICATIONS QUESTIONNAIRE

RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____

Name of Company/DBA (if any): _____

Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership

Business Location (office): _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Website address (if any): _____

Type of License(s): _____

Number of Architectural & Engineering Services completed in the last five (5) years: _____; Average

Value of these Contracts: \$ _____

Do you plan to use Subcontractors? Yes No If yes, company: _____

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

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

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

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

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

1. Client Name: _____ Contact Number: _____

2. Client Name: _____ Contact Number: _____

3. Client Name: _____ Contact Number: _____

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

1. Client Name: _____ Value: _____ Completion: _____%

2. Client Name: _____ Value: _____ Completion: _____%

3. Client Name: _____ Value: _____ Completion: _____%

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

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

Print Name of Authorized Representative

Title

Signature

Date



MINIMUM QUALIFICATIONS QUESTIONNAIRE

Criteria	Description / Location in Proposal
The ability and resources to perform the scope of services, including at least 10 years' experience in providing design services similar to those called for in the scope of services. Provide references of specific projects as part of the proposal.	
Consultant shall have served as lead design contractor overseeing consultants of various disciplines and have experience managing multidisciplinary teams on large scale facilities projects completed within the 10 years immediately preceding this RFP.	
Experience with programs that utilize FEMA or Federal funding and the ability and resources to ensure compliance with all applicable funding requirements.	
While experience working within the Virgin Islands is preferred, it is not required. However, comparable experience working with designs in excess of TWO HUNDRED, FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) is required.	

By: _____

Date: _____

Name: _____

Title: _____

Contractor Name: _____

APPENDIX F

Virgin Islands Economic Development Park Corporation (EDPC)
Debarment Certification Form

Certification Regarding Debarment, Suspension and Ineligibility

- (1) 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 any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. EDPC may also exercise any other remedy available by law.
- (3) Where Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Print Name of Authorized Representative	Title
Signature	Date

Subscribed and sworn to before me this ____ day of _____, 2020 on the Island of _____, by _____, of legal age and on behalf of _____, personally known to me, or satisfactorily proven
(Name of Entity)
to be the individual who executed this certification for the purposes therein contained.

(SEAL)

Notary Public
Commission Expires:

APPENDIX G
Virgin Islands Economic Development Park Corporation
Anti-Lobbying Certification Form

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
(44 C.F.R. Part 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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.

Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Print Name of Authorized Representative

Title

Signature

Date

Subscribed and sworn to before me this ____ day of _____, 2020 on the Island of _____, by _____, of legal age and on behalf of _____, personally known to me, or satisfactorily proven
(Name of Entity)
to be the individual who executed this certification for the purposes therein contained.

(SEAL)

Notary Public
Commission Expires:

APPENDIX H

REQUIREMENTS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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 Homeland Security (“DHS”) through the Federal Emergency Management Agency (“FEMA”) pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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 FEMA 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

EDPC 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.

4. 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, EDPC 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 EDPC, become EDPC'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 EDPC for damages sustained by EDPC by virtue of any breach of the contract by Contractor/Subcontractor, and EDPC may withhold any payments to Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to EDPC from Subcontractor is determined.

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

EDPC 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 EDPC as provided herein, Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

6. 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 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 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.

7. 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 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 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.

8. 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).

9. 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.

10. 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; 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.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

(Applicable to construction contracts exceeding \$100,000 and involving 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. §§ 3701-3708) as supplemented by Department of Labor regulations applicable to contracts covering federally financed and assisted construction and to certain nonconstruction contracts (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 including but not limited to the following:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of [laborers](#) or mechanics shall require or permit any such [laborer](#) or mechanic in any workweek in which he or she is [employed](#) on such work to work in excess of forty hours in such workweek unless such [laborer](#) or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [paragraph \(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid [wages](#). In addition, such contractor and subcontractor shall be liable to the United [States](#) Virgin Islands for liquidated damages. Such liquidated damages shall be computed with respect to each individual [laborer](#) or mechanic, including watchmen and guards, [employed](#) in violation of the clause set forth in [paragraph \(1\)](#) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime [wages](#) required by the clause set forth in [paragraph \(1\)](#) of this section.

(3) Withholding for unpaid wages and liquidated damages. EDPC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to the [Contract Work Hours and Safety Standards Act](#), which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid [wages](#) and liquidated damages as provided in the clause set forth in [paragraph \(2\)](#) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

“Funding agreement”, as defined in 37 C.F.R. § 401.2(a), means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

13. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant)

If applicable, Contractor agrees 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
2. Contractor agrees to report each violation to EDPC and understands and agrees that EDPC will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
2. Contractor agrees to report each violation to EDPC and understands and agrees that EDPC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. DEBARMENT AND SUSPENSION

(Applicable to all FEMA grant and cooperative agreement programs.)

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 implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by EDPC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to EDPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. BYRD ANTI-LOBBYING AMENDMENT

(Applicable to all FEMA grant and cooperative agreements programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.)

Contractor/Subcontractor certifies 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.
- (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.

16. PROCUREMENT OF RECOVERED MATERIALS

(Applicable to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.)

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. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.

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 by [sic] 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.

- (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

17. ACCESS TO RECORDS

EDPC, its subrecipients, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

The following access to records requirements apply to this contract:

- (1) Contractor agrees to provide the Government of the Virgin Islands, USVIEDA, EDPC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) Contractor agrees to provide the FEMA Administrator or his authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, EDPC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. CHANGE ORDERS TO CONTRACTS

To be eligible for FEMA assistance under FEMA grant or cooperative agreement to EDPC, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

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.

19. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions: Version 8.1 (2018).

20. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to USVIEDA/EDPC, contractor, or any other party pertaining to any matter resulting from this contract.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

23. REPORTING REQUIREMENTS

Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by EDPC. Contractor shall cooperate with all EDPC efforts to comply with DHS/FEMA requirements and regulations pertaining to reporting.

24. 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. *See 44 C.F.R. § 13.42.*

25. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (See 2 C.F.R. § 200.321.)

Contractor 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;
- 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.

26. ENERGY EFFICIENCY

As applicable, Contractor 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).

27. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Contractor 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.

28. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

Contractor 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 FEMA.

29. AGE DISCRIMINATION ACT OF 1975

Contractor 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.

30. CONFLICTS OF INTEREST

Contractor shall notify EDPC 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 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 shall provide EDPC any additional information necessary for EDPC to fully assess and address such actual or potential conflict of interest. Contractor shall accept any reasonable conflict mitigation strategy employed by EDPC, 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.

31. SUBCONTRACTING

When subcontracting, Contractor 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:

- 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 represents to EDPC 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 Requirements for Non-Federal Entity Contracts Under Federal Awards 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.

32. ASSIGNABILITY

Contractor 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 EDPC.

33. INDEMNIFICATION

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

34. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

Contractor shall comply with EDPC bonding requirements, unless they have not been approved by FEMA, in which case Contractor 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 obligations under such contract.
- (3) *A payment bond on the part of Contractor 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.

35. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. Part 200, Subpart D) effective July 1, 2018 are applicable to FEMA 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.

36. 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). The primary purpose of this Act is to protect and enhance the quality of our natural environment. The NEPA environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

37. NATIONAL HISTORIC PRESERVATION ACT (NHPA) of 1966, as amended (2000)

Contractor shall comply with Section 106 and any other applicable provisions of the National Historic Preservation Act of 1966. FEMA, in coordination with the Virgin Islands State Historic Preservation Officer (SHPO) and other consulting parties, identifies historic properties that may be affected by the proposed project and assess adverse effects of the actions. FEMA then obtains concurrence from the SHPO/THPO on the eligibility of the identified historic properties and the effects on them. If there are adverse effects, FEMA, in cooperation with the subgrantee and grantee, consults with the VISHPO and other consulting parties on ways to avoid or treat adverse effects to historic properties and develops a project-specific Memorandum of Agreement with the VISHPO that outlines the agreed-upon treatment measures.

Responsibility for compliance with NHPA lies with FEMA. However, there may be Programmatic Agreements executed for certain disasters or in specific states that substitute a more streamlined review process in place of Section 106. In any case, subgrantees and grantees assist FEMA in carrying out responsibilities under the Act, as appropriate.

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

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. 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.

41. 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.

42. COMPLAINTS AND APPEALS

Complaints regarding fraud, waste, or abuse of government funds may be made anonymously and confidentially to the DHS Office of Inspector General hotline by phone: 1-800-323-8603 (toll free) or website: www.oig.dhs.gov.