



REQUEST FOR PROPOSAL No. FY2025-01-USVIEDA

U.S. Virgin Islands State Small Business Credit Initiative 2.0 Technical Assistance Provider Program Manager/Consultant

VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

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STATEMENT OF PURPOSE

The Virgin Islands Economic Development Authority (“USVIEDA”) is seeking proposals from highly qualified consulting firms to assist the Virgin Islands of the United States of America (“U.S. Virgin Islands”, “USVI” or “Territory”) in its efforts to promote economic growth and job creation using the U.S. Department of the Treasury’s State Small Business Credit Initiative (SSBCI) Programs. A consultant is needed to assist in the development of and be the primary implementer of the [SSBCI Technical Assistance Program](#) for the U.S. Virgin Islands. This initiative is referred to as the USVIEDA SSBCI TA Program. Bidders will be expected to demonstrate a thorough knowledge of the needs of small businesses, particularly those of Socially and Economically Disadvantaged Individuals (SEDI)¹, in obtaining capital and positioning these businesses for stability, resiliency and growth. USVIEDA requires the consultant to provide professional services of the highest quality and deliver those services in an efficient and cost-effective manner.

The purpose of the technical assistance program is to expand access to capital, promote economic resiliency, create new jobs, and increase economic opportunity for small businesses located in the U.S. Virgin Islands by providing specialized and high-quality technical assistance. The technical assistance (TA) will be targeted to small businesses likely to secure SSBCI 2.0 funding within a one-to three-year period and be able to demonstrate a likelihood of achieving success as a result of the intensive technical assistance.

The USVIEDA seeks a small business consultant with extensive experience in providing small business advisory services that result in small businesses achieving growth, including securing new sources of capital.

Per the U.S. Department of the Treasury SSBCI Technical Assistance Grant Guidance, the selected Contractor must demonstrate the following regarding services to small businesses:

- (a) A primary purpose of the Organization or a central part to entity’s mission is to provide legal, accounting, and/or financial advisory services,
- (b) The entity regularly markets or publicizes itself as providing legal, accounting, and/or financial advisory services, or
- (c) At least 25% of the entity’s revenues or staff are dedicated to providing legal, accounting, and/or financial advisory services.

Non-profit with 501(c)3 status and for-profit organizations are eligible to apply.

The RFP for the SSBCI 2.0 TA Program can be found online [here](#).

AGENCY DESCRIPTION

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

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

¹ For more information, please refer to Section III. Eligible Recipients, Beneficiaries, and TA Providers in the [U.S. Department of the Treasury’s SSBCI Technical Assistance Grant Program Guidelines](#)

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

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

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

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

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

For the purposes of this proposal, USVIEDA will be the Administrator of the USVIEDA SSBCI TA Program.

PROPOSED SCOPE OF WORK

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

In preparation for applying for the U.S. Treasury funds, USVIEDA has conducted outreach and determined that there is a need for assistance in getting small businesses, especially SEDI-owned small businesses of the underserved community, to the level of stability and growth with realized increases in jobs. The primary feature of interest is readiness to become a borrower and to be attractive to lenders willing to provide capital for tangible and intangible business assets.

The selected Contractor will have the capacity to conduct a comprehensive technical assistance program to eligible U.S. Virgin Islands (USVI) businesses per U. S. Treasury’s guidelines. As the territory’s total geographic territory is considered SEDI-eligible, potentially any business that meets Treasury requirements for the SSBCI 2.0 Program will be eligible to receive technical assistance. However, in accordance with U.S. Treasury requirements for eligible SSBCI capital lending activities, ineligible businesses include:

- A business engaged in speculative activities that profit from fluctuations in price, such as wildcatting for oil and dealing in commodities futures, unless those activities are incidental to the regular activities of the business and part of a legitimate risk management strategy to guard against price fluctuations related to the regular activities of the business or through the normal course of trade;

- A business that earns more than half of its annual net revenue from lending activities, unless the business is (1) a CDFI that is not a depository institution or a bank holding company, or (2) a Tribal enterprise lender that is not a depository institution or a bank holding company;
- A business engaged in pyramid sales, where a participant's primary incentive is based on the sales made by an ever-increasing number of participants;
- A business engaged in activities that are prohibited by federal law or, if permitted by federal law, applicable law in the jurisdiction where the business is located or conducted (this includes businesses that make, sell, service, or distribute products or services used in connection with illegal activity, unless such use can be shown to be completely outside of the business's intended market); this category of businesses includes direct and indirect marijuana businesses, as defined in SBA Standard
- A business deriving more than one-third of gross annual revenue from legal gambling activities, unless the business is a Tribal SSBCI participant, in which case the Tribal SSBCI participant is prohibited from using SSBCI funds for gaming activities, but is not restricted from using SSBCI funds for non-gaming activities merely due to an organizational tie to a gaming business²¹; "gaming activities" for purposes of Tribal SSBCI programs is defined as Class II and Class III gaming under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2703.

Other terms and conditions for eligible loans, which are part of the expected outcome of technical assistance provided through the SSBCI Technical Assistance grant, should be determined before the TA provider accepts the business for engagement. A list of these conditions can be found in [U.S. Treasury's SSBCI Capital Program Policy Guidelines](#).

The Contractor will be selected in part for its existing level of expertise in providing small business needs assessments, its in-house ability to deliver quality legal, accounting or financial management assistance and counseling, its demonstrated relationships with professional consultants (legal, accounting, financial management which meet or exceed Treasury guidance-see below) who can provide necessary specialized technical assistance identified in an initial intake assessment of the small business.

The selected Contractor will be responsible for:

MARKETING AND OUTREACH

- Developing and implementing a marketing and outreach campaign that includes advertising and social media outreach to small businesses to generate interest in the SSBCI TA Program.
- Conducting outreach to sources of small business referrals for TA such as banks or other financial institutions, Small Business Development Centers (SBDC), Minority Business Development Agencies (MBDA), Chambers of Commerce and other organizations whose mission it is to serve small businesses (trade associations, etc.) with the goal of generating referrals of small businesses to the SSBCI TA Program.
- In coordination with USVIEDA, planning and delivering periodic Informational Sessions on opportunities for small businesses to participate in the SSBCI TA Program.

MANAGEMENT OF TECHNICAL ASSISTANCE

- Ensuring that any subcontractors for legal, accounting or financial management services have undergone a quality assurance assessment and have negotiated standard rates for services with the Contractor.
- Develop an assessment tool to assess a business' current overall condition, types of technical assistance needed to achieve capital funding through the SSBCI Program, likelihood of securing funding within one to three years of date of referral for

specialized technical assistance. This tool is designed to provide an objective assessment of the business will be used to document and make recommendations for receiving specialized technical assistance through the SSBCI TA Program.

- Based on the assessment tool, create Action Plans for all businesses. For businesses not deemed ready or eligible to use the SSBCI TA Program, provide the business with an Action Plan that includes a referral to the SBDC or MBDA or other provider of basic business technical assistance.
- For businesses deemed eligible to receive SSBCI Technical Assistance, include in the Action Plan specific recommendations for legal, accounting or financial management service providers.
- Develop a process that includes an agreement between the Contractor and small business TA recipient that outlines the responsibilities of each party and conditions for termination of the agreement (non-performance, non-responsiveness or other conditions that could merit withdrawal from the SSBCI TA Program).
- Monitoring the engagement and performance of the small business and technical assistance subcontractor/provider(s).
- Terminating and replacing participating small businesses or technical assistance providers with cause when necessary.
- Developing an Exit Assessment that identifies the technical assistance services provided to the small business, the cost for providing those services, whether the small business applied for financing within one-to three-years of receiving the technical assistance, whether the small business was successful in receiving funding, the source and amount of funding, any jobs that were created or stabilized and expected impact on revenue growth for the business. Other performance indicators such as the small business' perception of the quality of services and impact on business performance should be included.
- Per the U.S. Department of the Treasury's [SSBCI Technical Assistance Grant Program Reporting Guidance](#), and in conjunction with the intake assessment tool, develop a Reporting data collection tool that meets the reporting requirements of Treasury's SSBCI Technical Assistance Grant Program. (For specific details on data required, please review Appendix 2 in the Guidance.)
- In compliance with U.S. Treasury's requirements and timetable, produce semi-annual and annual reports within 30 days of due date.
- Schedule review of draft reports with USVIEDA staff to finalize reports and ensure that they are produced in time to meet Treasury's reporting requirements.
- At the conclusion of the SSBCI TA Program, cooperate fully with any independent evaluation of the USVIEDA SSBCI TA Program.
- Provide all written and digital materials used to develop, implement, report and otherwise manage the USVIEDA SSBCI TA Program to EDA staff within 30 days of contract closure for recordkeeping.

Successful Contractor will be evaluated quarterly based on performance. Failure to achieve deliverables may result in termination of contract.

GOALS

The overall goal is to provide technical assistance to USVI small business to make them "Lender Ready" in their pursuit for additional capital to invest in their business and to create or expand economic opportunities within the territory.

Through the USVI's SSBCI Technical Assistance Program, it is estimated that, for the 36-month period in which the Program operates, the following goals will be met:

Number of businesses attending information sessions: 150
Number of referrals from outreach partners: 100 (67%. with 33% from direct USVIEDA/TA Provider activities)
Number of small business needs assessments conducted: 125 (with 83% of those attending a session receiving assessments)
Number of Loan Packaging Assistance only required 30 (24% of those completing assessment)
Number of Action Plans developed: 95 (76% of those completing assessment)
Number of Action Plans completed :75 (79% of those with Action Plan / 50% of those attending a session)
Number of small businesses eligible for specialized technical assistance through the USVIEDA SSBCI Technical Assistance Program 65 (87% of Action Plans)
Number of small businesses complete the Action Plan for specialized technical assistance: 65 (100% of those eligible)
Number of small businesses who, after completing the Action Plan, are successful in securing SSBCI sources of funding: 50 (77% completing action plan)
Optional: Number of small businesses receiving basic technical assistance services through other providers (SBDC, MBDA, etc.): 50 (33% of those attending a session)

KEY PERSONNEL

Role	Responsibility
Principal/Partner	Responsible for overall development, implementation and reporting of the USVIEDA SSBCI Technical Assistance Program
Program Counselors	Responsible for conducting intake assessment of referred small business, creating Action Plans, and documenting recommendations to senior leadership for specialized technical assistance.
Legal, Accounting or Financial Management In-house Technical Assistance Providers	Responsible for providing specialized technical assistance inside of the Program Management Contractor
Legal, Accounting or Financial Management Outside Technical Assistance Providers	Responsible for providing specialized technical assistance outside of the Program Management Contractor
Other <i>(please use this and sections below to provide specific and relevant information.)</i>	Responsible for collecting and managing data related to producing Treasury-compliant reports. Other administrative or professional assistance, including assisting with marketing and outreach, content development for website and social media.
Other	
Other	
Other	

CONTENTS OF PROPOSAL

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

It is recommended that Bidder review U.S. Treasury's information regarding the SSBCI 2.0 Program website and [Resources](#), in particular the Capital Program Policy Guidelines and the Technical Assistance Guidelines before preparing this bid.

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

Introductory letter about the Bidder must contain:

- Name, address, email, website, fax, and telephone; primary contact for RFP and title.
- Conditions under which individual/ firm is qualified under Treasury's requirements:
 - (a) A primary purpose of the Organization or a central part to entity's mission is to provide legal, accounting, and/or financial advisory services,
 - (b) The entity regularly markets or publicizes itself as providing legal, accounting, and/or financial advisory services, or
 - (c) At least 25% of the entity's revenues or staff are dedicated to providing legal, accounting, and/or financial advisory services.
- A summary of the Bidder's qualifications to perform the Scope of Work
- Signature of the legally authorized officer to bind Bidder to a contract with USVIEDA.

Organization:

- Name/address of Principals of Firm;
- Name of key personnel with experience of each and length of time in the organization;
- Number of staff available for assignment (within the Territory and/or outside the Territory);
- Copy of Articles of Incorporation or Articles of Organization or equivalent;
- Copy of Corporate Resolution or Memorandum Authorizing Signatory or equivalent;
- Copy of Certificate of Good Standing or Certificate of Existence or equivalent, as applicable;
- Copy of Valid Tradename Registration (if applicable); and
- Copy of Valid Business License. NOTE: Selected Contractors will be required to be licensed to conduct business in the U.S. Virgin Islands at the time of finalizing the contract for services
- If the Organization certifies that they are a Socially and Economically Disadvantage Individual or business as defined by the [U.S. Department of the Treasury in the SSBCI Technical Assistance Program Grant Guidelines](#), the Organization will provide proof of eligibility in the RFP.
- Outside consultants/subcontractors that will be retained for this project. Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number, email address, website and contact person for all subcontractors.
- If the Organization certifies that one or more of their subcontractors are a Socially and Economically Disadvantage Individual or business as defined by the [U.S. Department of the Treasury in the SSBCI Technical Assistance Program Grant Guidelines](#), will provide proof of eligibility in the RFP.

Note that, due to the nature of small business needs, USVIEDA understands that additional Contractors who are able to perform specialized services may need to be retained in the future and may not be included in this bid. For the purposes of this bid, USVIEDA is primarily interested in those performing legal, accounting and financial management services as described in Treasury's guidance. USVIEDA reserves the right to approve or reject all consultants/subcontractors or internal staff performing consulting services, proposed by the consultant/subcontractor during or after the consultant/subcontractor review and selection process.

PROJECT EXPERIENCE

- List of completed projects similar to the scope of work and estimated cost of each; and
- Current projects underway; scope; percentage completed to date and estimated cost of each.
- Project References: Include a written consent from the authorized representative, which must include the name, telephone number, email address, and facsimile number.
- Project Approach: Describe how you will approach this project, timeline, and availability to perform the services requested giving due consideration to elements which may include but not be limited to the those outlined in the Proposed Scope of Work.
- Project Performance Data: Describe how you will collect and store data to monitor and report performance of the program and TA provided. Detail how you will use data to improve performance and capture small businesses' access to capital/funding results during and at the end of the contract. Describe any software or databases you will use to track and monitor performance and produce Treasury compliant reports. Describe how you will protect Personally Identifiable Information for small businesses and individuals served.
- Cost: Provide a detailed fee proposal by task for the services identified in the deliverables of this proposal. Identify sub-tasks and the respective costs in the fee proposal, as necessary. This section of the bid proposal shall include a professional fee schedule for the technical assistance providers, subcontractor. Fees for additional or optional services that may be required shall also be included. Identify the fee that will be charged for additional work not identified in the scope of work. Cost should also include any associated with marketing, outreach, program administration, overhead and other relevant activities. (A sample proforma budget is included below.) *Note that indirect administrative costs are restricted to 10% of the award amount.*
- Projected Timeline: Provide a projected timeline for meeting key benchmarks, such as: designing TA Program, outreach and recruitment of eligible small business phases, formal engagement of subcontractors, begin intake and assessment, onsite or virtual training, progress and performance monitoring, producing reports, informing USVIEDA of progress and potential pitfalls, ongoing engagement with eligible and enrolled small businesses, program close out phase, production of records to USVIEDA.
- Any potential conflicts of interest for Bidder in providing service to USVIEDA. If so, describe them.
- Any additional information which may be useful to USVIEDA in evaluating the Bidder's qualifications. This may include: any media exposure, case studies, business performance data, professional certifications of the business, principals or staff or other information that demonstrates the Bidder's ability to achieve the SSBCI Program's stated goals or scope of work.

SAMPLE BUDGET

Proposed Cost Elements SSBCI 2.0 TA (1-4)	Proposed Cost
1. List Direct Personnel/Staff Costs	
Total Staff Costs	\$
2. List Consultants, such as Legal, Accounting, Financial Advisory, etc.	
Total Consultant Costs	\$
Total Non-Personnel Costs (Program related materials, supplies, travel, etc.)	\$
Total Direct Costs (1-3 above)	\$
4. Administrative Overhead/Indirect Costs (e.g., utilities, rent, audit, etc.)	
	\$
TOTAL PROJECT COSTS (1-4, above)	\$
Optional: Other Funding Sources / Revenue Elements²	Amount
Projected Fees	\$
Matching Funds	\$
Contributions	\$
Contracts / Grants (list separately)	\$
	\$
	\$
	\$
	\$
Total Organizational Funding for SSBCI 2.0 TA	\$

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

² Other funding sources: if the Organization uses other sources of funding to achieve SSBCI 2.0 TA goals (for example, non-profits or for-profits that will support the Program with grants, donations, fees etc.) may wish to include these sources here for evaluation purposes.

PROCUREMENT SCHEDULE: SUMMARY OF KEY DATES

The following schedule has been prepared for this RFP process. Note that project constraints may cause the evaluation and selection related dates noted below to change.

RFP Release Date: December 9, 2024
RFP Advertisement Period: December 9 – January 24, 2025
RFP Clarification Questions Due to USVIEDA: January 17, 2025
RFP Proposals Due: January 24, 2025
RFP Review Period: January 27 - February 7, 2025
RFP Notice of Proposed Award Date: February 12, 2025
Contract Negotiation Period: February 12, 2025 – 28, 2025
Proposed Contract Start Date: March 1, 2025

FEDERAL REQUIREMENTS

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

The successful Bidder and its sub-contractors shall be subject to all applicable laws and regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards (if applicable), lead-based paint regulations, relocation, accessibility requirements, terms and conditions applicable to contracts arising from grants made by the U.S. Department of the Treasury’s [SSBCI Technical Assistance Grant Program Guidelines](#) and [SSBCI Technical Assistance Grant Reporting Guidance](#).

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

REQUESTS FOR CLARIFICATION

Bidders are to examine thoroughly the instructions, specifications and service requirements as set forth herein. If there is any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained herein, Bidders may ask for clarification before submitting their proposal. The last day to receive requests for written clarification will be no later than January 17, 2025.

All requests for clarification must be presented to the USVIEDA by email to Sharmane A. Brookes, Director, State Small Business Credit Initiative at sbrookes@usvieda.org. The email subject shall read: Request for Clarification SSBCI 2.0 TA Provider Program Manager/Consultant. No response other than written will be binding upon USVIEDA.

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

Where such request results in a change or a clarification to the requirements of the RFP, USVIEDA will prepare and issue an Addendum to this RFP no later than January 21, 2025.

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

<https://usvieda.org/request-for-proposals/>

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 TBD. The mail shall be clearly marked: State Small Business Credit Initiative 2.0 Technical Assistance Provider Program Manager/Consultant RFP – DO NOT OPEN. Proposals received after that date/time will not be considered. Proposals must be signed by a duly authorized representative of the Bidder.

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

Upon submitting a proposal, bidders will be deemed to have received notice of all addenda that are posted on the USVIEDA website and deemed to have considered the information for inclusion in the bid 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 four years, with understanding that the fourth year is a year of program close-out. The contract may be extended at the discretion of USVIEDA, based on funding availability and U.S. Department of Treasury requirements. 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 six (6) hard copies of the drive's contents. All submissions must be sent via mail courier. Sealed packages must be addressed to:

Sharmane A. Brookes
Director, State Small Business Credit Initiative
8000 Nisky Shopping Center, Suite 620
St. Thomas, Virgin Islands 0080

ACCEPTANCE OF PROPOSALS

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

TERM OF ENGAGEMENT

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

DISPOSITION OF PROPOSALS

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

WITHDRAWAL OF PROPOSAL

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

CONSIDERATION OF PROPOSAL

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

Please note that USVIEDA conducts background checks on any potential selected Contractors and subcontractors. The awarding of a contract is contingent on these findings.

CONTACT PERSONS

The principal contact within USVIEDA shall be:

Sharmane A. Brooks, Director, State Small Business Credit Initiative

Mailing address: 8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802 Email address: sbrookes@usvieda.org

RESERVATION OF RIGHTS

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

- Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals;
- Withdraw the RFP for any reason without liability to any Bidder;
- Change the Procurement Schedule dates subject to current conditions
- Request clarification and/or additional information from a Bidder at any point in the procurement process;
- Execute a Contract on the sole basis of the original proposal or any additions to proposal submissions;
- Accept or reject all or any part of any proposal as may be deemed to be in the best

- interest of the USVIEDA;
- Waive irregularities at its own discretion; and
- Reissue the RFP or modify the RFP.

DISCLOSURE

All trade secrets or proprietary information submitted in connection with this procurement shall not be subject to public disclosure. However, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials by clearly identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is propriety is not acceptable. A statement that cost proposals are to be protected is not acceptable.

CONFLICT OF INTEREST

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

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

LICENSE REQUIREMENT

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

INSURANCE REQUIREMENTS

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

PROFESSIONAL LIABILITY: The successful Bidder shall be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less

than One Million Dollars (\$1,000,000.00). All insurance shall be endorsed to USVIEDA as an additional insured. Proof of professional liability coverage must be provided within ten (10) business days after award.

Contractor shall be required to supply proof of professional liability insurance for the Services to be performed, with policy limits of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00). Proof of professional liability coverage must be provided prior to execution of this contract.

Contractor shall provide that USVIEDA is named as an additional insured under all insurance policies. Additionally, Contractor shall provide proof of such insurance throughout the term of the contract.

WORKERS' COMPENSATION: Within ten (10) business days after award of the project, the successful Bidder must submit a copy of their certificate providing that the firm and its agents are covered by Workers' Compensation insurance.

Contractor shall maintain liability insurance and Worker's Compensation for protection against claims for damages which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them.

ACCEPTANCE OF CONTRACT

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

EVALUATION PROCEDURES

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

EVALUATION COMMITTEE

Will consist of five to seven small business experts, including:

- 2 USVIEDA staff
- 1 Subject matter expert for each category of TA (legal, accounting, financial)
- 2 Other Representatives of the small business community (Small business leader, Chamber of Commerce, academic or economic experts, etc.)
- Optional: one other internal and external committee member

Any other Procurement staff necessary to evaluate or guide the selection process.

EVALUATION CRITERIA/SCORING MATRIX

CRITERIA	MAXIMUM SCORE
The proposal demonstrates a thorough understanding of the project and demonstrated knowledge and experience respecting small businesses' needs, particularly of SEDI-eligible businesses, in the U.S. Virgin Islands, a rural community.	20
Ability, capacity, and skill of the Bidder's key personnel to perform the contract and provide the services required proficiently in English. Additional languages are considered beneficial.	20
Ability, capacity and skill of the Bidder's other legal, accounting or financial advisory services provided outside of the organization (subcontractors)	10
Overall pricing is consistent with prevailing rates for quality levels of service for the required technical assistance	10
Demonstrated experience of the Bidder to accomplish the scope of work efficiently, effectively and in a timely manner, as verified by supporting documentation and references.	20
Demonstrated experience of the Bidder to collect data and provide timely and Treasury-compliant reports to USVIEDA	10
Proposed Contract has demonstrated that they are a SEDI-qualified business as defined by the U.S. Department of the Treasury	5
Proposed Contract has demonstrated that one or more of the subcontractors engaged for this contract are a SEDI-qualified business as defined by the U.S. Department of the Treasury	5

Please note that during the evaluation process, USVIEDA may request copies of the Bidder's financial statements.

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

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

It is anticipated that the evaluation of proposals and the selection of a Contractor shall be completed within one (1) month following the proposal submission deadline. This projected selection date is subject to change depending on circumstances.

ATTACHMENT A

GENERAL PROVISIONS

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.

STATUTORY AND REGULATORY COMPLIANCE-PROCUREMENT

Please note that in accordance with 2 C.F.R. § 200.317, eligible recipients that are states, the District of Columbia, and territories must follow the same policies and procedures they use for procurements from their non-federal funds and comply with 2 C.F.R. §§ 200.321, 200.322, 200.323, and 200.327. This means that these jurisdictions must use their own policies and procedures, subject to the SSBCI statutory requirement set forth in Section V.(c) of the Technical Assistance Grant Program Guidelines to prioritize SEDI owned businesses as TA providers.

BREACH OF CONTRACT TERMS

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

REPORTING REQUIREMENTS

Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by USVIEDA. Contractor/Subcontractor shall cooperate with all USVIEDA efforts to comply with [U.S. Department of the Treasury Technical Assistance Reporting Guidance](#) requirements and regulations pertaining to reporting, 2 C.F.R. § 200.328.5, 2 C.F.R. § 200.329, 2 C.F.R. § 200.344(a) 2 C.F.R. § 200.344(a), 2 C.F.R. § 200.329(e), State Small Business Credit Initiative; Demographics-Related Reporting Requirements, 87 Fed. Reg. 13628, 13634 (Mar. 10, 2022), codified at 31 C.F.R. Part 35, and any other requirements set forth in the SSBCI Technical Assistance Reporting Guidance.

PRIVACY

The USVIEDA and Contractor will establish robust protections against data breaches and misuse of sensitive information and to comply with all applicable privacy laws as set forth in Schedule 1, Section 9 of the SSBCI TA Grant Agreement. 2 C.F.R. § 200.303(e) requires that TA Grant recipients and subrecipients take reasonable measures to safeguard protected PII and other information that Treasury or the TA Grant recipient designates as sensitive or

the TA Grant recipient considers sensitive consistent with applicable federal, state, local, and Tribal laws regarding privacy and responsibility over confidentiality.

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.

ACCESS TO RECORDS

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

MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract and all work products will be transferred to USVIEDA within thirty (30) days following the conclusion of the TA contract.

SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include but are not limited to:

Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and

Using the services and assistance of the Small Business Development Center, and the Minority Business Development Agency of the Department of Commerce.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

AGE DISCRIMINATION ACT OF 1975

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

DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

CONFLICTS OF INTEREST

Contractor/Subcontractor shall notify USVIEDA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)).

Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the USVIEDA is able to assess such actual or potential conflict.

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

Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by USVIEDA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

USVI ETHICS POLICY

The conduct of any contracted consultant shall be subject to the USVI Ethics Policy. USVIEDA endorses the Code of Ethics as advocated by the [National Association of State Procurement Officials \(NASPO\)](#). Purchasing personnel are expected to be familiar with this Code of Ethics and abide by it.

SUBCONTRACTING

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

Placing unreasonable requirements on firms in order for them to qualify to do business;

Requiring unnecessary experience and excessive bonding;

Noncompetitive pricing practices between firms or between affiliated companies;

Noncompetitive awards to consultants that are on retainer contracts;

Organizational conflicts of interest;

Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and

Any arbitrary action in the procurement process.

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

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

ASSIGNABILITY

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

INDEMNIFICATION

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

TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

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

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:

Recruitment, advertising, and job application procedures;

Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

Rates of pay or any other form of compensation and changes in compensation;

Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

Leaves of absence, sick leave, or any other leave;

Fringe benefits available by virtue of employment, whether or not administered by Subcontractor;

Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

Activities sponsored by Contractor including social or recreational programs; and

Any other term, condition, or privilege of employment.

Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

In the event of 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.

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).

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.

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.

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

ANTI-FRAUD, WASTE and ABUSE CHECKS

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

LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, Contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency ("LEP") and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan ("LAP"), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the

consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

COMPLAINTS AND APPEALS

Complaints regarding fraud, waste, or abuse of government funds shall be addressed to

Attn: Wayne L. Biggs, Jr.

Chief Executive Officer

VI Economic Development Authority

8000 Nisky Shopping Center, Suite 620

St. Thomas, U.S. Virgin Islands 00802

Tel: 340.714.1700