



## VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

**INVITATION FOR BIDS  
FOR  
USVIEDA Fleming Building Hurricane Damage Repair Project  
on St. Croix, U.S. Virgin Islands  
IFB# 2025-01STX EDPC/FB**

**Date of Issue:**

Wednesday April 2, 2025

**Due Date/Time for Receipt of Bids:**

Friday May 16, 2025, at 4:00 PM

**Contact Person:**

Mark Finch  
Director, Physical Plant  
Virgin Islands Economic Development Authority  
[mfinch@usvieda.org](mailto:mfinch@usvieda.org)

8000 Nisky Center, Suite 620  
St. Thomas, VI 00802  
340-714-1700

[www.usvieda.org](http://www.usvieda.org)  
[info@usvieda.org](mailto:info@usvieda.org)

116 King Street, Frederiksted  
St. Croix, VI 00840  
340-773-6499

## INVITATION FOR BIDS

### VI Industrial Park Hurricane Repair Project – Hurricane Irma IFB# 2025-01STX EDPC/FB

#### A. AGENCY DESCRIPTION

The Virgin Islands Economic Development Authority ("USVIEDA") is a semi-autonomous government instrumentality responsible for promoting and enhancing 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 Development Park Corporation (formerly the Industrial Park Development Corporation)

In 1977, the Legislature of the Virgin Islands created the Virgin Islands Industrial Park Development Corporation,<sup>1</sup> now known as the Virgin Islands Economic Development Park Corporation ("EDPC"), a public corporation and instrumentality as a subsidiary entity of the Virgin Islands Economic Development Authority to, among other things, acquire, operate, and improve industrial parks to provide suitable sites for the location of industries in the Virgin Islands.

Presently, EDPC operates two (2) industrial parks, the William 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 the Fleming Building in Frederiksted, St. Croix.

The Virgin Islands Industrial Park ("VIIP") on St. Thomas, which consists of 20,000 square feet of commercial space, is located on a hillside just outside the bustling town of Charlotte Amalie and in the vicinity of the Cyril E. King Airport.

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<sup>1</sup> See Act No. 3986, Jun. 9, 1977, V.I. Sess. Laws 1977 (creating the Virgin Islands Industrial Park Development Corporation as a public corporation and autonomous instrumentality of the Government of the Virgin Islands); Act No. 6390, § 25, Feb. 1, 2001, V.I. Sess. Laws 2000, p. 423 (creating the Virgin Islands Industrial Park Development Corporation as a subsidiary entity of the Virgin Islands Economic Development Authority); and Act No. 7651, §§ 4 and 5, Oct. 13, 2014, V.I. Sess. Laws 2014 (renaming in § 4 the "Virgin Islands Industrial Park Development Corporation" to the "Virgin Islands Economic Development Park Corporation" and amending in § 5 all references in the V.I. Code in accordance with § 4).

## B. STATEMENT OF PURPOSE

The EDPC, through the USVIEDA will be accepting sealed bids from qualified contractors for hurricane repairs at the USVIEDA St. Croix Headquarters office building also known as the **Fleming Building** as outlined in the [Project Manual Specifications](#). The complete bid package is available on USVIEDA's website at <https://www.usvieda.org/about-usvieda/rfp>.

## C. DESCRIPTION OF WORK/PROJECT DETAILS

**IFB No:** 2025-01STX EDPC/FB

**Project Description:** Fleming Building Hurricane Repair Project

The Project consists of Hurricane Repairs to the existing USVIEDA's office building referred herein as the Fleming Building in downtown Frederiksted, St. Croix. The 2-story building is approximately 10,000 square feet total, with a 2000 square foot garage/storage area. Adjacent to the 2000 square foot garage/storage area is another 2000 square foot open garage area currently leased to a quad tour guide company. The Scope of Work consists of removing and replacing the metal roofing system on both the main building and the 2 garage areas. The entire exterior is to be power washed, and plaster finishes are to be recoated and repaired especially on the exterior columns. The Scope includes impact-resistant fixed windows and storefronts, overhead coiling doors, and hollow metal doors. Additionally, the Scope comprises of interior repairs as shown on the Project Manual Specifications Document prepared by Springline Architects Group – Architects, Engineers.

**Release IFB:** April 2, 2025

**Pre-Bid Conference:** Mandatory Pre-Bid Conference will be held on Wednesday, April 24, 2025, at 10:00 a.m., local time at the USVIEDA's Office conference room located at 116 King Street, Frederiksted, St. Croix USVI 00840. Bidders are required to attend to be eligible to bid on the Project. This Project requires Performance and Payment Bonds to be provided.

**Final Date for Questions:** The deadline to submit questions is Friday, May 2, 2025, at 4:00 p.m. Questions will not be accepted after this date and time. Questions shall be submitted in writing to **Mark Finch, Director, Physical Plant** at [mfinch@usvieda.org](mailto:mfinch@usvieda.org).

**IFB due date/time** Bids will be received until Friday, May 16, 2025, at 4:00 p.m., either in the USVIEDA's St. Thomas Office at 8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802 or in the USVIEDA's St. Croix Office at 116 King Street, Frederiksted St. Croix USVI 00840

**Publicly Open Bid Date:** Bids will be opened and respondents announced on Tuesday, May 20, 2024, at 9:00 a.m. local time, or as soon thereafter as practical. The bid opening is open to the public. The bids will be opened in the USVIEDA's Office conference room located at #116 King Street, Frederiksted St. Croix USVI 00840.

Bid information may be obtained online at <https://www.usvieda.org/about-usvieda/rfp>.

The proposed liquidated damages, which may be assessed for failure to complete the Project on time will be included in the Contract for the Project using the schedule of rates in 31 VI R& Regs 242-87.

The proposed estimated time to complete this Project is 120 calendar days after the issuance of the Notice to Proceed.

#### **D. CONTENTS OF BID PROPOSAL**

USVIEDA reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process or award the contract to the **LOWEST RESPONSIVE and RESPONSIBLE** Bidder. Past performance will be thoroughly checked prior to the awarding of any contract.

Bids must be prepared and submitted using the bid forms provided in this Invitation for Bids and must be typed or printed and then signed in ink. All bids must include all requested work items, conform to the Project Standards/Specifications and be responsive, accurate, and cost reasonable. **There are two (2) elements to eligibility for award: (a) responsiveness to the bid; and (b) responsibility of the Bidder considering delivery terms, technical and financial resources, capacity, and service reputation.** All documents may be obtained from USVIEDA's website at <https://www.usvieda.org/about-usvieda/rfp>.

Each Bidder must complete the following forms in accordance with the instructions on each form and submit the completed forms with each bid. The following documents are required to be submitted with your bid package to meet the responsiveness of the bid package. Failure to submit the required documents may be grounds for bid packages to be deemed non-responsive.

1. Introductory letter about the Bidder must contain:
  - a. Name, address, email, website, fax, and telephone.
  - b. Type of service for which individual/ firm is qualified; and
  - c. Signature of the legally authorized officer to bind Bidder to a contract with USVIEDA.
  
2. Organization:
  - a. Articles of Incorporation (for Corporations) or Articles of Organization (for LLCs) or Statement of Qualification (Limited Partnerships), if applicable.

- b. Certificate of Good Standing or Certificate of Existence from the Lieutenant Governor's Office, Division of Corporation and Trademark.
  - c. Valid Tradename Registration (if applicable).
  - d. The current Business License for services being advertised. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.
  - e. Proof of Current Sam.Gov Registration.
  - f. Signed Taxpayer Identification Form (W9); and
  - g. Resolution authorizing contractor to enter this contract with USVIEDA.
3. If Subcontractors are retained for this project, any portion of the scope of work to be performed must be clearly identified. Include firm qualifications and key personnel, telephone number, email address, website and contact person for all subcontractors. USVIEDA reserves the right to approve or reject all subcontractors or internal staff performing consulting services proposed by the subcontractor during or after the subcontractor review and selection process. Prior to receipt of each payment, an affidavit must be signed by subcontractors stating that they have been paid in full for work performed and that they have no claims against the project.
4. Completed Bid Sheet (Attachment A)
  5. Contractors Qualification Statement Form (Attachment B)
  6. Condensed Current Financial Statement Form (Attachment C)
  7. Non-Collusion Affidavit Form (Attachment D)
  8. Conflict of Interest Form (Attachment E)
  9. Bid Bond Form (Attachment F)
    - a. Bid Guarantee in the amount of Five Percent (5%) of the Contract Price.
    - b. Failure to provide a five (5%) percent bond will render the bid unresponsive.
    - c. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check, or Irrevocable Letter of Credit.

No Bidder will be allowed to withdraw his bid within a period of thirty (30) calendar days following the date set for the opening thereof.

## E. 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 IFB 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 Federal Emergency Management Agency ("FEMA").

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

## F. HUD GENERAL PROVISION ("HUD RIDER")

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

## G. 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 4:00 p.m. AST, Thursday, September 19, 2024.

All requests for clarification must be presented to the USVIEDA by email to Mark Finch, Director, Physical Plant at [mfinch@usvieda.org](mailto:mfinch@usvieda.org). The email subject shall read: **Request for Clarification - IFB NO. 2025-01STX EDPC/FB**. No response other than written will be binding upon USVIEDA. USVIEDA will not be held responsible for any oral instructions.

Bidders shall not contact any USVIEDA Board member or personnel with questions or inquiries, except as set forth above. Unauthorized contact with any Board member or 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 IFB, USVIEDA will prepare and issue an Addendum to this IFB no later than 4:00 p.m. AST, Wednesday, May 7, 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://www.usvieda.org/about-usvieda/rfp>

## H. SUBMISSION OF PROPOSAL

All interested parties shall submit their bid via U.S. Postal Service, courier service or hand delivery in accordance with the requirements set forth below in this section by 4:00 p.m. (Atlantic Standard Time) on May 16, 2025.

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**. Sealed packages submitted on St. Thomas must be addressed to:

Mark Finch  
Director, Physical Plant  
8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802

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**. Sealed packages submitted on St. Croix must be addressed to:

Mark Finch  
Director, Physical Plant  
#116 King Street, Frederiksted St. Croix USVI 00840

The sealed mail envelope containing the bid must have the following information written on the outside of the envelope or package:

**SEALED BID – DO NOT OPEN**

EDPC IFB#2025-01STX EDPC/FB – FLEMING BUILDING HURRICANE DAMAGE REPAIR PROJECT

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Email Address of Bidder)

Bids received after that date/time as specified in this section will not be considered. Bids 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 bid, 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 IFB 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 IFB will commence upon the effective date of said contract for a term of 90 days, which may be extended at the discretion of USVIEDA. It shall be the Bidders' sole responsibility for ensuring that their bids are delivered on time.

## **I. POST AWARD REQUIREMENTS**

The successful Bidder will be required to meet the following insurance and bonding requirements for execution of the Contract with the USVIEDA.

### **1. INSURANCE REQUIREMENTS:**

The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

#### **a. Certificate of Government Insurance (Workmen's Compensation):**

- i. A Certificate of Insurance reflecting the required coverage by Virgin Islands law.

#### **b. Comprehensive General Liability Insurance:**

- i. 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. Damaged to rented premises - \$50,000.00
  3. Medical Expenses - \$5,000.00
  4. Personal & Adv. Injury - \$1,000,000.00
  5. General Aggregate - \$2,000,000.00
  6. Products-Completed Ops. Aggregate - \$2,000,000.00
- ii. General Aggregate shall apply on a policy basis.
- iii. Contractor shall provide a Certificate of Insurance reflecting required coverage.



- iv. If awarded, the Contractor shall provide proof of adding the USVIEDA as an additional Insured via a scheduled/individual endorsement.

**c. Commercial Automobile Liability (when applicable):**

- i. Contractor shall carry automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:
  - 1. Combined Single Limit - \$1,000,000.00
- ii. Contractor shall provide a Certificate of Insurance reflecting required coverage.

**2. BONDS**

A Performance Bond and Payment Bond each are required as follows:

- i. Performance Bond: 100% of the Contract Price
- ii. Payment Bond: 100% of the Contract Price

**J. INSTRUCTIONS TO BIDDERS (CONSTRUCTION CONTRACT)**

**General Information**

This request is not to be construed as creating any contractual relationship between USVIEDA and any other party. USVIEDA reserves the right to negotiate final contract terms with all firms after the bids have been received. The preparation expenses incurred of this offer shall be borne solely by the Bidder.

**1. Conditions Affecting the Work**

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work. USVIEDA will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

**2. Bid Guarantee**

Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid. A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or certain bonds or notes of the United States. Bid Guarantees, other than bid bonds, will be returned to unsuccessful Bidders as soon as practicable after the opening of bids, and (b) to the successful Bidder upon execution of such further contractual documents and bonds as may be

required by the bid as accepted. If the successful Bidder, upon acceptance of their bid by the USVIEDA within the period specified therein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the forms by them, their contract may be terminated for default. In such an event they shall be liable for any cost of procuring the work which exceeds the amount of their bid, and the bid guarantee shall be available toward offsetting the difference.

## 2. Preparation of Bids

- a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid.
- b. The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the Bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidders should insert the words "no bid" in the space provided for any items on which no price is submitted.
- c. Alternate bids will not be considered.
- d. Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids.

## 3. Submission of Bids

Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in the premature opening of, or a failure to open, such bid.

## 4. Late Bids and Modifications or Withdrawals

- a. Bids and modifications or withdrawal thereof received at the office designated in the IFB after the exact time set for opening of bids will not be considered unless: (1) They are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmarked) on the original Receipt for Certified Mail has been obtained and it is determined by the USVIEDA the late receipt was due solely to delay in the mails for which the Bidder was not responsible; or (3) if submitted by mail, it is determined by the USVIEDA that the late receipt was due solely to mishandling by the USVIEDA after receipt at the USVIEDA location: Provided, that timely receipt at such location is established upon examination of an appropriate date of time stamp (if any) of receipt (if readily available) within the control of USVIEDA or of the post office serving it. However, a modification which makes the term of the otherwise successful bid more favorable to USVIEDA will be considered at any time it is received and may thereafter be accepted.
- b. Bidders using Certified Mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.
- c. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown on the postmark on the registered mail receipt or registered mail wrapper or on the receipt for Certified Mail unless the Bidder furnishes evidence from the post office station of

mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) Where the Receipt of Certified mail identifies the post office station of mailing, evidence by the Bidder which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry from the post office station of mailing, , in which case the time of mailings shall be the time shown on entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

## **5. Withdrawal of Bids**

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.

## **6. Public Opening of Bids**

Bids will be publicly opened at the time set for opening in the Invitation for Bids. The reading will be confined to pertinent information such as the name of the Bidder, address, period allowed for acceptance, discount for prompt payment, price, and time of delivery.

## **7. Award of Contract**

**(a)** Award of contract will be made to that responsible Bidder whose bid, confirming to the Invitation for Bids, is most advantageous to USVIEDA, price and other factors considered. **(b)** USVIEDA may, when in its interest, reject any or all bids or waive any informality in bids received. **(c)** The USVIEDA may accept any items or combination of items of a bid, unless precluded by the IFB or the Bidder includes in his bid a restrictive limitation.

## **8. Contract and Bonds**

The Bidder whose bid is accepted will, within the time established in the bid, enter a written contract with the USVIEDA and, if required, furnish performance and payment bonds on the standard forms in the amounts indicated in the IFB specifications.

## **9. Insurance Requirements**

The following insurance requirements must be met within ten (10) working days after notice to proceed and documentation of coverage shall be provided to USVIEDA:

- i. CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE  
  
(Submit a hard copy of current certificate.)
- ii. GENERAL PUBLIC LIABILITY

- a. The Contractor shall obtain, pay for, and keep in force the following insurance, effective in all localities where the Contractor may perform any work hereunder, with such carrier or carriers as shall be acceptable to the USVIEDA. Prior to starting work hereunder, the Contractor shall deliver to the USVIEDA certificates of insurance evidencing that such insurance is in effect and providing that the insurer will give the USVIEDA at least 10 days written notice of any material change in or cancellation of such insurance. The copies of certificates shall be delivered to USVIEDA.
  - b. Contractor's Insurance: Workmen's Compensation, including coverage for occupational diseases or equivalent required by law in any event covering all the Contractor's employees who may be engaged directly or indirectly in any work hereunder. Certificates indicating coverage for a limited time only shall not be in compliance herewith.
  - c. Employer's liability (including coverage for occupational diseases), \$500,000 minimum for the injury or death of any one employee in any one accident; \$1,000,000 for the injury or death of more than one employee in anyone accident.
  - d. Comprehensive General Public Liability (including assumed by contract): Bodily injury, \$1,000,000 minimum for the injury or death of any one person in an occurrence; for the injury or death of more than one person in anyone occurrence.
  - e. Property damage: \$500,000 minimum per occurrence; \$1,000,000 minimum in the aggregate. The property damage coverage shall include explosion, collapse, undermining, and damage to underground utilities.
  - f. Comprehensive Automobile Liability: Covering owned, hired, and other non-owned vehicles of the Contractor.
  - g. Bodily Injury: \$500,000 minimum for the injury or death of any one person in anyone occurrence; \$1,000,000 minimum for the injury or death of more than one person in anyone occurrence.
- iii. ADDITIONAL INSURANCE REQUIREMENTS:
- a. All policies must provide for no less than 30 days written notice of cancellation or material change.
  - b. USVIEDA must be named as "Additional Insured" on all general liability and umbrella policies.
  - c. If any policy or insurance or any term or condition thereof shall not be satisfactory to USVIEDA, the Contractor shall make all reasonable efforts to secure insurance satisfactory to USVIEDA.
  - d. Nothing herein shall be construed to authorize the Contractor to secure policies of insurance not specified above, covering risks against which USVIEDA has insurance.
  - e. The Contractor shall give prompt notice to USVIEDA of all personal injuries and all losses of or damage to property arising out of work under this contract for which a claim might be made against USVIEDA and shall promptly report to USVIEDA all such claims of which the Contractor has notice whether relating to matters insured or uninsured.

- f. No settlement or payment of any claims for loss, injury, or damage, other matter as to which USVIEDA may be charged with obligation make any payment or reimbursement shall be made by the Contractor without the written approval of the USVIEDA. The Contractor shall not settle or pay any claims for loss, injury, damage, or other for which the USVIEDA could potentially be liable for, without the prior written approval of the USVIEDA.
- g. The General Contractor shall indemnify and hold harmless the USVIEDA for and against all suits, claims, or liability on account of any injuries to persons or damage to property arising out of the negligent acts of the contractor and/or failure to comply with the terms and conditions of said Contract, whether by himself, his employees, and subcontractors, but only in respect to such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract.

## 10. Site Examination

- a. Bidders are required to carefully examine the site, all drawings, contract documents, Bidding Requirements, Contract Forms and Technical Specifications prior to submitting their bid.
- b. The Bidder shall be aware of the nature, location and general conditions of the work site. The Bidder has gained full knowledge of the working conditions and other facilities which will have bearing on the performance of Bidder's work. Any failure by the Bidder to acquaint himself with all the available information does not relieve the Bidder of any responsibility for properly performing the work.

## 11. Conflict of Interest

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

**\*\*\*USVIEDA reserves the right to accept or reject any and all bids or to waive any informalities in the bid process or have the work performed by other means.\*\*\***

## K. GENERAL TERMS AND CONDITIONS APPLICABLE AFTER AWARD OF CONTRACT

### 1. Payroll Documents

- a. The Contractor and subcontractor shall comply with all rulings and interpretations of the **Davis Bacon Act** (40 USC 276a-5) and related Acts contained in 29 CFR, Parts 1, 3, and 5.

## 2. Safety

- a. The Contractor shall maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virgin Islands Occupational Safety and Health Act (OSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the OSHA standards. In addition, the contractor must also provide USVIEDA with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until USVIEDA is assured that the contractor has an adequate safety program in effect.

## 3. Subcontractors and Suppliers

- a. No portion of the work shall be subcontracted without prior written consent of USVIEDA. If the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish USVIEDA the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. A list of names of the subcontractors or other person or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work is to be submitted to USVIEDA within ten (10) days of notification of selection for the award of contract.
- c. The contractor will be responsible to USVIEDA for all aspects of the work and may not subcontract under any circumstances more than forty-nine percent (49%) thereof.
- d. The contractor will be responsible for providing affidavits from subcontractors showing that they have been paid in full for work performed and that they have no claims against the project.

## 4. Uniform Building Code

- a. All work done will follow the current **Uniform Building Code** and all other applicable Virgin Islands code.

## 5. Compliance with Copeland Act Requirements

- a. The Contractor and subcontractor shall comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, part 3).

## 6. Equal Employment Opportunity

- a. The Contractor and subcontractor shall follow Executive Order 11246, entitled "Equal Employment Opportunity", as amended Executive Order 113754, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

## 7. Contract Work Hours and Safety Standards Act

- a. The Contractor and subcontractor shall comply with regulations and standards of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).

**8. Clean Air and Water Act (applicable to contracts more than \$100,000.00)**

- a. The Contractor and subcontractor shall comply with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 USC 7401, et Seq., the Federal Water Pollution Control Act) as amended ("Water Act"), 33 USC 1251, et. Seq., and Executive Order 11738.

**9. Examination and Retention of Contractor Records**

- a. The Owner or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts and transcripts.

**10. Confidential Material**

- a. Any material submitted by the Bidder that is considered confidential in nature must be clearly marked as such. In addition, Bidders must agree that all records and data associated with USVIEDA are to be considered proprietary and confidential.

**L. GENERAL INFORMATION FOR BIDDERS ON USVIEDA CONSTRUCTION PROJECTS**

**Authority:**

The Chief Executive Officer has the power to contract for and on behalf of USVIEDA.

**Invitation to Bids:**

Public Projects are generally performed following public notices and advertisement; competitive bidding and awarding of a contract, therefore. Bidding documents including plans and specifications, together with specific and detailed instructions, are provided online at <https://www.usvieda.org/about-usvieda/rfp>.

In order for a proposal to receive consideration it must conform to the advertisement and specifications and be clear and positive so that the Chief Executive Officer may determine therefrom exactly what the Bidder proposes to do and the price, therefore. Before filing a proposal, a Bidder should read (Instructions to Bidders—Construction Contracts) contained, herein and all supplementary instructions.

**Purpose of Competition**

The purpose for requiring competitive bidding is to promote and encourage competition and to guard against favoritism, improvidence, extravagance, fraud and corruption. Of equal importance is the desire to secure the best

work at a cost considered most advantageous to the USVIEDA, quality offered, delivery terms and service reputation taken into consideration.

Competitive bidding is for the benefit of taxpayers **and not for the benefit or enrichment of Bidders** and the statute will be so administered to accomplish this purpose fairly and reasonably with the sole reference to the public interest.

Upon previously satisfying certain prerequisites all parties claiming the ability to fulfil the advertised contract will be allowed to compete freely without any unreasonable restrictions. Every element which enters the competitive scheme will be applied and required equally for all and will not be left to the volition of any individual aspirant.

#### **Opening and Recording of Bids:**

At the hour and date previously set the bids will be "publicly opened" and full disclosure thereof made and recorded. Bids are generally... but not statutorily required to be... read aloud. Thus, the reading will be confined to pertinent information such as the name of the Bidder, address, period allowed for acceptance, discount for prompt payment, price, and time of delivery.

Any Bidder or his authorized representative, the general public, the press and any others having a legitimate interest will be permitted to inspect and copy the original record of the bids. None of the records will be allowed to pass out of the hand of the official charged with conducting the bid opening.

#### **Acceptance or Rejecting of Proposals**

Bids may be rejected based on an administrative determination that rejection is in the best interest of USVIEDA. This power will be exercised with a great deal of caution, prudence and good faith and under clear and unmistakable guidelines heretofore established.

Award under a formal advertisement will be made to the Bidder offering the most advantageous service to USVIEDA, quality offered, delivery terms and service reputation taken into consideration. There are three (3) elements to eligibility for award: (a) responsiveness to the bid; (b) responsibility of the Bidder and (c) price, "quality offered, delivery terms and service reputation."

#### **Definition of Elements:**

a. Responsiveness to the bid specifications:

Bid must meet all requirements specified therein. Bid must not contain any restrictions or qualifications beyond those stipulated in the Invitation.

b. Responsibility of the Bidder:

Bidder must have the facilities, technical capability and financial resources to complete contract in accordance with the terms of the Invitation.

c. Price reasonableness, "quality offered, delivery terms and service reputation."

All costs must be included. Your bid is your formal offer to supply the required items at the price you indicate and on the terms we specify. Don't promise deliveries that cannot be fulfilled. Past performance will be thoroughly checked prior to the awarding of any contract.

A bid generally will be considered "responsive" if it constitutes a definite, final and unqualified offer to meet the **material** terms of the invitation. A material term is that which could affect price, quality, quantity or delivery **or is**



clearly required by the terms of the invitation to bid and non-compliance therewith is regarded as fatal to the bid for reasons of policy.

Minor informalities will be ignored. A minor informality is a non-conformity which is merely a matter of form or is some non-essential variation. Refer to our Purchasing Manual of Procedures for detailed information.

### **The Contract**

After the bids have been fully evaluated and a determination made there follows the actual acceptance by USVIEDA and notification to the successful Bidder. Thereafter, a written contract is executed by the parties.

The written contract will generally embody and include by reference the Advertisement, Proposal, contract Bonds, General Provisions, Special Provisions and Plans and Specifications.

Notice to Proceed and all Work Orders will then follow.

If the successful Bidder, after being notified of the award and tender of the written contract, fails to execute the same within the stated time period, the USVIEDA may annul same and in such case the bid deposit will be forfeited and become the property of USVIEDA.

### **Operation and Administration of Contract**

The contractor is wholly responsible for the timely and satisfactory performance of the contract. He should either have adequate working capital or have a reasonably sound arrangement for obtaining such capital. Sufficient working capital is the contractor's problem and lack of such capital **will not** constitute an excusable cause for delay. Additionally, the contractor must have the proper staff and necessary equipment to fulfil the contract.

### **Strict Compliance**

USVIEDA is ordinarily entitled to get the construction features it has specified. It is not within the province of the contractor to substitute his judgment by determining that something different is suitable. The only person with the authority to issue either formal or constructive Change Orders is the Chief Executive Officer **or his duly authorized representative**.

### **Disputes and Remedies**

In the event that there is a dispute or controversy under the contract concerning a question of fact which cannot be disposed of by agreement, such a dispute shall be decided by the Chief General Counsel. The General Counsel shall reduce his decision to writing and provide a copy to the Contractor by mail, delivery or whatever manner is feasible. The decision of the General Counsel shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the General Counsel a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer shall be final and conclusive.

Remember always an assertion of-claim must be filed personally with the Chief Executive Officer or his authorized representative. No magic language is necessary to assert a claim. A simple notice of intent may as a rule of thumb be sufficient. Oral notice of claims should always be supplemented in writing.

The disputes clause is included in the contract purposefully and is intended, absent fraud or bad faith, to provide a quick and efficient administrative remedy and to avoid vexatious and expensive litigations.

### **Termination for Default—Damages for Delay—Time Extensions**

In USVIEDA Contracts, time is of the essence. If a contractor refuses or fails to: (i) make progress; (ii) perform, or (iii) complete the project within the time specified, he has in essence breached the contract. This gives USVIEDA the right to cancel—that is terminate—the contract.

Damages to which USVIEDA is entitled if the default termination is valid and upheld. In addition to excess costs, USVIEDA may also recover **administrative costs** and other **direct** damages.

### General

USVIEDA contract imposes upon its contractors' responsibilities with respect to subcontractors. These require suitable surveillance of subcontractors to insure proper performance.

The official spokesman of the USVIEDA, with authority under Contracts, is the Chief Executive Officer (CEO) and/or their duly authorized representative. Neither their superiors nor their subordinates speak with that authority. The CEO carries a special warrant to perform that function.

The Contracting Officer (The Chief Executive Officer) will deal with the contractor on behalf of the USVIEDA in accordance with the express terms of the contract and the law. The CEO will not waive vested rights of USVIEDA. The CEO will include in the contract those clauses required by law or the Rules and Regulations and administer them in accordance with law.

In all matters where the CEO's discretion is to be exercised, he/she will not function alone. He/she will obtain the consent to their decision of all interested advisors and counselors.

## ATTACHMENT A

### VI Economic Development Authority

#### Bid Form – Fleming Building Hurricane Damage Repair Project

All offers must be submitted on the Bid Form provided by the VI Economic Development Authority. Failure to provide an offer for each item delineated on the Bid Form may result in the offer being determined non-responsive and subsequently disqualified from consideration. Offers should insert the words "No Bid" in the space provided for any items for which no price is submitted. Offers shall include all travel expenses, wages, supplies and material necessary to perform work under the terms and conditions of this Invitation for Bids. Unless otherwise specified herein all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on the cost incurred. Any stipulations made to the Respondent's Bid shall subject the offer to rejection. If the Bidder wishes to include additional information the Bidder may do so with attachments.

Item	DIVISION 1 – GENERAL REQUIREMENTS	Quantity	Unit	Unit Price	Total
1	GENERAL CONDITIONS & MOBILIZATION	1	LS		
<b>Division 1 – General Requirements Sub-Total</b>					
Item	DIVISION 2 - EXISTING CONDITIONS	Quantity	Unit	Unit Price	Total
2	SELECTIVE DEMOLITION	1	LS		
<b>Division 2 – Existing Conditions Sub-Total</b>					
Item	DIVISION 3 - CONCRETE	Quantity	Unit	Unit Price	Total
3	Splash Blocks	1	LS		
<b>Division 3 - Concrete Sub-Total</b>					

Item	DIVISION 4 - MASONRY	Quantity	Unit	Unit Price	Total
4	Repair CMU Substrate	1	LS		
5	Repoint Brick or Stone Masonry Wall	1	LS		
6	Brick Walls and Columns	1	LS		
7	Repair Brick Columns (406 Mitigation)	1	LS		
<b>Division 4 - Masonry Sub-Total</b>					

Item	DIVISION 5 - METALS	Quantity	Unit	Unit Price	Total
8	STORM GRADE ALUMINUM LOUVER	1	LS		
<b>Division 5 Metals Sub-Total</b>					

Item	DIVISION 6 – WOODS AND PLASTICS	Quantity	Unit	Unit Price	Total
9	Replace Historic quatrefoil Lattice	1	LS		
10	New Wood Decorative Gingerbread Board Rail	1	LS		
11	Second Floor Enclosed Porch Floor Repairs	1	LS		
12	Exterior Infill Wall at Former Window or Door	1	LS		
13	Ornamental Wood Railing	32	LF		
14	Wood Siding, Trim and Moldings	1	LS		
15	Framing and Fascia	1	LS		
<b>Division 6 – Woods and Plastics Sub-Total</b>					

Item	DIVISION 7 – THERMAL AND MOISTURE PROTECTION	Quantity	Unit	Unit Price	Total
16	Roof Structure Reinforcing	1	LS		
17	Replace Substrate & Insulation for Metal Roof	1	LS		
18	Metal Roof System	4550	SF		
19	Flashing, Gutter and Down Spouts	1	LS		
20	Insulation And Vapor Barrier	3360	SF		
<b>Division 7 – Thermal and Moisture Protection Sub-Total</b>					

Item	DIVISION 8 - OPENINGS	Quantity	Unit	Unit Price	Total
21	Replace Jalousies at Door-Sized Openings	1	LS		
22	Replace Jalousies at Window-Sized Openings	1	LS		
23	Replace Windows	1	LS		
24	Remove and Replace Windows	9	EA		
25	Shutters	25	EA		
26	Refurbish Security Grills (406 Mitigation)	1	LS		
27	Repair and Refurbish Window Storm Shutters (406 Mitigation)	1	LS		
28	Repair and Refurbish Door Storm Shutters (406 Mitigation)	1	LS		
<b>Division 8 - Openings Sub-Total</b>					

Item	DIVISION 9 - FINISHES	Quantity	Unit	Unit Price	Total
29	Replace Panels in Water-Damaged Grid Ceilings	1	LS		

<b>30</b>	Paint Exterior	1	LS		
<b>31</b>	Interior coatings	1	LS		
<b>Division 9 - Finishes Sub-Total</b>					

<b>Item</b>	<b>DIVISION 26- ELECTRICAL</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>32</b>	Remove and Replace Exterior Light Fixture	1	LS		
<b>33</b>	Replace 1X2 Fluorescent Light Fixture	1	LS		
<b>34</b>	New Light Fixtures	4	EA		
<b>Division 26 - Electrical Sub-Total</b>					
<b>Base Bid Total Cost Estimate</b>					

The total amount of this proposal is based on the Contractor’s Estimate of quantities of the Base Bid and is as follows in written format of US Dollars (USD):

\_\_\_\_\_  
Bidder’s Name

\_\_\_\_\_  
Bidder’s Contact Number

\_\_\_\_\_  
Bidder’s Representative of Signature

\_\_\_\_\_  
Bidder’s Email

\_\_\_\_\_  
Bidder’s Title

\_\_\_\_\_  
Bidder’s Submittal Date

**END OF SECTION**

**ATTACHMENT B  
VI ECONOMIC DEVELOPMENT AUTHORITY  
CONTRACTOR’S QUALIFICATION STATEMENT**

<b>CONTRACTOR</b>	
<b>ADDRESS</b>	
<b>DATE</b>	
<b>TELEPHONE NUMBER</b>	
<b>CELL NUMBER</b>	

1. How many years’ experiences in construction work does your organization have?

(a) As a General Construction \_\_\_\_\_

(b) As a Sub-Contractor \_\_\_\_\_

2. List the construction contracts your organization has under way on this date:

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

3. List Contracts your organization has completed in the past three (3) years: \_\_\_\_\_

Contract Amount	Class of Work	Completed	Location	Name of Owner

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
 If so, where and why? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? \_\_\_\_\_ If so, state name of individual, other organization and \_\_\_\_\_ reason \_\_\_\_\_ therefore \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? \_\_\_\_\_  
 If so, state name of individual, name of Owner and reason therefore \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. In what other lines of business are you financially interested? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. What is the construction experience of the principal individual of your organization?

Individual's Name	Present Position or Office	Construction Experience (Yrs.)	Magnitude and Type of Work	In what Capacity



14. Do you intend to do grading and foundation work with your own forces? \_\_\_\_\_  
 If so, give type of equipment to be used. \_\_\_\_\_

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15. If you intend to sublet the grading and foundation work or perform it through sub-contract, give the name and address of sub-contractor, if known of his equipment and financial responsibility.

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16. Do you intend to sublet any other portion of the work? \_\_\_\_\_  
 If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility. \_\_\_\_\_

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17. From which subcontractors do you expect to require a bond? \_\_\_\_\_

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18. What equipment do you own that is available for proposed work?

Quantity	Item	Description, Size, Capacity	Condition	Years of Service	Present Location



**ATTACHMENT C**  
**VI Economic Development Authority**  
**Give Condensed Current Financial Statement**

Condition at Close of Business —	Date		Dollars	Cents
<b>ASSETS</b>				
1. Cash (a) on hand \$ .....	(b) In Bank \$ .....			
	(c) Elsewhere \$ .....			
	(d) Total Cash \$ .....			
2. Notes receivable (a) Due within 90 days .....	(b) Due after .....days .....			
	(c) Past due .....			
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment .....				
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate				
(a) Amount receivable after deducting retainage .....				
(b) Retainage to date due to upon commencement of Contracts .....				
5. Accounts receivable from source other than commencement of Contracts .....				
6. Deposits for bids or other guarantees:				
(a) Recoverable within ..... days .....				
(b) Recoverable after ..... days .....				
7. Interest accrued on loan, securities, etc. ....				
8. Real estate (a) Used for business purposes .....	(b) Not used for business purposes .....			
9. Stocks and Bonds (a) Listed present market value .....	(b) Unlisted present value .....			
10. Materials in stock not included in Item 4				
(a) For uncompleted controls (present value) .....				
(b) Other materials (present value) .....				
11. Equipment, book value .....				
12. Furniture and fixtures, book value .....				
13. Other assets .....				
<b>TOTAL ASSETS</b>				
<b>LIABILITIES</b>				
1. Notes payable (a) To banks regular .....	(b) To bank for certified checks .....			
	(c) To others for equipment obligations .....			
	(d) To others exclusive of equipment obligations .....			
2. Accounts payable (a) Not past due .....	(b) Past due .....			
3. Real Estate encumbrances .....				
4. Other Liabilities .....				
5. Reserves .....				
6. Capital stock paid up (a) Common .....	(b) Common .....			
	(c) Preferred .....			
	(d) Preferred .....			
7. Surplus (net worth) Earned \$ .....	Unearned \$ .....			
<b>TOTAL LIABILITIES</b>				

**GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.**

<b>CONTINGENT LIABILITIES</b>		
1. Liability on notes receivable, discounted or sold .....		
2. Liability on accounts receivable, pledged, assigned or sold .....		
3. Liability s bondman .....		
4. Liability as guarantor on contracts or on accounts of others .....		
5. Other contingent liabilities .....		
<b>TOTAL CONTINGENT LIABILITIES</b>		

**Include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted contracts, including retainage.**

**This is to certify that the information herein reported is to the best of our knowledge true and accurate.**

\_\_\_\_\_

**Name of Company**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Telephone Number / Cell Phone Number**

**ATTACHMENT D**  
**VI Economic Development Authority**  
**Non-Collusion Affidavit**

\_\_\_\_\_ being duly sworn, deposes and says that -

- (1) He is [owner, partner, officer, representative, or agent] of \_\_\_\_\_  
 \_\_\_\_\_ the bidder that has submitted that attached  
 bid;
- (2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent  
 circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties  
 in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly  
 with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for  
 which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has  
 in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with  
 any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix  
 any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any  
 collusion, conspiracy, connivance or unlawful agreement any advantage against USVIEDA or any person  
 interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion,  
 conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives,  
 owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
 Signature of Affidavit

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_, day \_\_\_\_\_

Notary Public

**ATTACHMENT E****VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY  
CONFLICT OF INTEREST FORM**

**By signing this form, the Bidder certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the Bidder, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the Bidder, subcontractor, employee, or consultant).**

Conflicts may arise in but not limited to the following situations:

- (a) Unequal access to information. A potential Bidder, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for services in the Virgin Islands.
  - (b) Biased ground rules. A potential Bidder, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract for services in the Virgin Islands.
  - (c) Impaired objectivity. A potential Bidder, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
- 1) Bidder must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
  - 2) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, USVIEDA will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.
  - 3) The Bidder, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proponent has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Bidder, \_\_\_\_\_, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from IFB No. 2025-01 EDPC/FB that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Bidder further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the USVIEDA's satisfaction, such conflict of interest (or apparent conflict of interest).

Name and Title of Authorized Representative

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F****NOTICE TO BIDDER  
(Construction Contract)****IMPORTANT — PLEASE READ CAREFULLY**

To ensure the submission of complete bids and to avoid omissions that could result in your bid being non-responsive, please check each of the following:

1. Have you rechecked your estimate? Are all items and amounts included?
2. Is bid amount entered in the proper space provided on the Bid Form?
3. Have you completed all Alternates, Separated Prices and Unit Prices (if any) on Bid Form?
4. Have you acknowledged receipt of all amendments (if any) issued to the specifications?
5. Do your listed subcontractors meet all applicable qualifications requirements?
6. Does your bid guarantee and conform to the requirements of Invitation for Bids and Instructions to Bidders?

Submission and acceptance of your bid commits you to complete your contract within the time specified. The contract may provide for assessment of liquidated damages for each day's delay beyond the contract time, for which a time extension is not granted.

7. Have you familiarized yourself with the applicable contracting provisions covering Utilization of Small Business Concerns and the Small Business Subcontracting Program?

**CAUTION—LATE BIDS—**Instructions to Bidders, clause entitled "Late Bids and Modifications of Withdrawals" which provides that late bids and modifications of withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which a **POSTMARKED RECEIPT** has been obtained.

**ATTACHMENT G**

**Bid Bond Form**

<b>BID BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	<b>OMB Control Number: 9000-0045</b> <b>Expiration Date: 8/31/2022</b>
<small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small>		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i> STATE OF INCORPORATION	
SURETY(IES) <i>(Name and business address)</i>		

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
FOR <i>(Construction, Supplies or Services)</i>						

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>	Corporate Seal	
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>			
NAME(S) <i>(Typed)</i>	1. _____	2. _____			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. _____	2. _____		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____		

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**STANDARD FORM 24 (REV. 8/2016)**  
Prescribed by GSA - FAR (48 CFR) 53.228(a)

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**STANDARD FORM 24 (REV. 8/2016) BACK**



**ATTACHMENT H**  
**HUD GENERAL PROVISIONS (“HUD RIDER”)**

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

**1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**2. STATUTORY AND REGULATORY COMPLIANCE**

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

**3. BREACH OF CONTRACT TERMS**

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

**4. REPORTING REQUIREMENTS**

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

**5. ACCESS TO RECORDS**

The U.S. Virgin Islands, USVIEDA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the

Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

#### **6. MAINTENANCE/RETENTION OF RECORDS**

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

#### **7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

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

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

#### **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

#### **9. ENERGY EFFICIENCY**

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

**10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**12. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

**13. AGE DISCRIMINATION ACT OF 1975**

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

**14. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**15. CONFLICTS OF INTEREST**

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

## **16. SUBCONTRACTING**

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

- a. Placing unreasonable requirements on firms for them to qualify to do business.
- b. Requiring unnecessary experience and excessive bonding.
- c. Noncompetitive pricing practices between firms or between affiliated companies.
- d. Noncompetitive awards to consultants that are on retainer contracts.
- e. Organizational conflicts of interest.
- f. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.

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

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

## **17. ASSIGNABILITY**

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

## **18. INDEMNIFICATION**

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

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

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

**20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**21. DAVIS-BACON ACT**

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

**22. TERMINATION FOR CAUSE**

(Applicable to contracts exceeding \$10,000)

If, through any cause, Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, USVIEDA shall thereupon have the right to terminate this contract by giving written notice to Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor/Subcontractor under this contract shall,

at the option of USVIEDA, become USVIEDA's property and Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Contractor/Subcontractor shall not be relieved of liability to USVIEDA for damages sustained by USVIEDA by virtue of any breach of the contract by Contractor/Subcontractor, and USVIEDA may withhold any payments to Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to USVIEDA from Subcontractor is determined.

### **23. TERMINATION FOR CONVENIENCE**

(Applicable to contracts exceeding \$10,000)

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

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

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

Equal Opportunity for Workers With Disabilities

A. Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without 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.

## **25. EXECUTIVE ORDER 11246**

(Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

A. Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor/Subcontractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. Contractor/Subcontractor shall state that all qualified applicants will receive 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.



## **26. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to construction contracts exceeding \$10,000)

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

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

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

## **27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

(Applicable to contracts exceeding \$100,000)

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

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

A. A stipulation by Contractor/Subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for

the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by Contractor that it will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### **29. BONDING REQUIREMENTS**

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

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

(1) A bid guarantee from each Bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of Contractor/Subcontractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all Contractor’s/Subcontractor’s obligations under such contract.

(3) A payment bond on the part of Contractor/Subcontractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

(As required by applicable thresholds)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

E. Contractor/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after Contractor/Subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor/Subcontractor’s obligations under 24 C.F.R. Part 135.

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

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

### **31. FAIR HOUSING ACT**

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

### **32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

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

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

### **33. PROCUREMENT**

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

### **34. CHANGE ORDERS TO CONTRACTS**

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

approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

### **35. ENVIRONMENTAL REVIEW**

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

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

### **36. LEAD BASED PAINT**

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

### **37. ENVIRONMENT REVIEW RECORD**

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

### **38. FLOOD INSURANCE REQUIREMENTS**

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

### **39. DUPLICATION OF BENEFITS**

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

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

#### **40. ANTI-FRAUD, WASTE and ABUSE CHECKS**

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

#### **41. AFFIRMATIVELY FURTHERING FAIR HOUSING**

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

#### **42. DRUG FREE WORKPLACE**

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

#### **43. TIMELY DISTRIBUTION OF FUNDS**

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 F.R. 5844. Additionally, per 83 F.R. 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established. Furthermore, consistent with 31 U.S.C § 1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

#### **44. PROPERTY MANAGEMENT AND DISTRIBUTION**

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

#### **45. LIMITED ENGLISH PROFICIENCY**

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

#### **46. PERSONALLY IDENTIFIABLE INFORMATION**

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

#### **47. UNIFORM RELOCATION ACT**

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

#### **48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN.**

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



(a) Certification.

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

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

(b) Plan contents.

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

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

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

#### **49. COMPLAINTS AND APPEALS**

Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov).

#### **50. MONITORING**

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

#### **51. PROCUREMENT OF RECOVERED MATERIALS**

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