



# THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

## **REQUEST FOR PROPOSALS (RFP)-DOE-2021-010**

**Design/ Build Gym Walkway, Roofing and Column Demolition and  
Disposal at the Juanita Gardine Elementary School, STX**

**Issuance Date July 30, 20201**

**Due Date: August 30, 2021 at 10:00 a.m. AST**

**[bids@vide.vi](mailto:bids@vide.vi)**

## I. GENERAL INFORMATION

### A. PURPOSE / OVERVIEW

The Virgin Islands Department of Education (VIDE) seeks the qualified services of a fully Licensed and Insured Contractor with the capability to secure approval of a Demolition Permit from GVI's Department of Planning and Natural Resources in order to provide the services needed.

This overall work consist of the removal of a walkway roofing and columns with inserted decorative CMU that is adjacent/attached to the Juanita Gardine Elementary School Gym. See attached School Layout- Attachment B highlighted in **Red** detailing area of work.

#### *Anticipated Proposal Timeline*

<i>Issuance Date</i>	<i>7/30/2021</i>	
<i>Last Day for Questions</i>	<i>8/13/2021</i>	<i>Khadila.joseph@vide.vi</i>
<i>Bid Submittal Deadline</i>	<i>8/30/2021 at 10:00am</i>	<i>bids@vide.vi</i>
<i>Award Notification Date</i>	<i>9/7/2021</i>	
<i>Contract Execution</i>	<i>9/30/2021</i>	

### B. BACKGROUND

#### *Virgin Islands Department of Education*

The Commissioner of Education heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. The following contains additional information concerning the two (2) school districts:

<b>ST. THOMAS/ST. JOHN SCHOOL DISTRICT</b>	<b>Number</b>
<b>Schools</b>	<b>12</b>
Elementary Schools	7
Middle Schools	2
Junior High School	1
High Schools	2
<b>Programs</b>	<b>3</b>
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1

Total Schools and Programs	15
<b>Number of Students</b>	<b>5,375</b>
<b>ST. CROIX SCHOOL DISTRICT</b>	
<b>Schools</b>	<b>13</b>
Elementary Schools	8
High Schools	2
Junior High	3
<b>Programs</b>	<b>3</b>
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	16
<b>Number of Students</b>	<b>5,382</b>
<b><u>BOTH DISTRICTS</u></b>	
<b>TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS</b>	25
<b>TOTAL NUMBER OF PROGRAMS</b>	6
<b>TOTAL NUMBER OF STUDENTS</b>	<b>10,757</b>
<b>TOTAL NUMBER OF TEACHERS/ADMINISTRATORS</b>	1,124

On the island of St. John, one (1) school serve the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

The Division of Operations has been designated and will serve as the DOE liaison on this project.

#### **C. ADMINISTRATIVE STRUCTURE**

Honorable Racquel Berry Benjamin, Commissioner heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents. The official physical and mailing to be used for any correspondence or delivery of paper reports address for the DOE is as follows:

Khadila D. Joseph  
Director of Procurement  
Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, US Virgin Islands 00802-6742

#### **D. CONTRACT TYPE**

The contract awarded under this RFP will be design build professional service contract. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

**E. CONTRACT TERMS**

Unless otherwise agreed pursuant to negotiations, the term of the contract awarded under this RFP shall be for a period of one (1) year. Base Services should be completed within one hundred twenty (120) days of Contract execution.

**F. SELECTION OF CONTRACTOR**

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

The proposer shall also meet the following requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Provide previous experience including years of experience describing the type of experience required for the project.
- (4) Demonstrate ability and capability to deliver on all aspects as described in Section II.
  - Proposers should present their vision of how they propose meeting DOE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.
- (5) Provide at least two (2) professional references (project references).
- (6) Demonstrate the ability to perform services on-site in DOE's facilities.

**H. INCURRED COSTS**

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

**I. LATE PROPOSALS**

Any Proposal received after the exact time specified for receipt will not be considered.

**J. GIFTS FROM CONSULTANT**

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**K. LICENSES, FEES & TAXES**

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

**L. PROPOSAL FORMAT**

Each proposal must also meet the following minimum requirements:

***Part I: Narrative***

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.

3) Required Parts and Documents

The proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

***Part II: Cost Proposal***

The Bidder's cost proposal shall be signed by the Contractor and provided in a separate sealed envelope labeled "**Cost Proposal**" within the overall Bidder's Bid Package specifying the proposed compensation as a Total Lump Sum for both the Base Bid and the Bid Add Alternate for the overall complete Project for the services to be provided under this RFP within Attachment A- Itemized Bid Sheet.

**M. FEDERAL FUNDING/DEBARMENT CERTIFICATION**

The selected contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT".

## **II. SCOPE OF SERVICES**

### **Overview:**

**1. BASE BID:** The 13' wide Section of Area for selective demolition is approximately 2.5CY of Concrete. This area includes a concrete beam & roof slab. Contractor is required to verify all dimensions, quantities, and existing building, existing utilities, and existing site conditions to cover all impact costs to the complete Project before providing a Final All-In Cost to perform this overall work effort.

### **BASE BID:**

The Base Bid shall include only the Total Costs for the programming, preparation & securing approvals for construction drawings (drawings & specs), permitting, selective demolition, removal, and proper legal disposal of all refuse of a small portion of walkway roofing between two columns for a clear minimal space of 13 Linear Feet of uncovered direct access to the Gym's double entry door between two of the walkway columns that are not infilled with decorative CMUs. 2" X 6" treated and painted (white) Lumber will be bolted with a minimum of Four ½" round by 6" long bolts utilized to enclose the cut concrete edges and calked watertight to keep rainwater on the remaining concrete roofing areas for proper drainage. If required, due to the removal of this section of roofing, roof drainage will be rerouted on roof(s) to secure proper drainage of both remaining sides of the roofing areas.

### **2. BID ADD ALTERNATE**

The demolition of the complete walkway to include the overall walkway roofing & beam, the columns attached to the existing Gym, and columns with infilled CMU blocking are approximately 25.68CY of Concrete Roofing, approximately 3.5CY of concrete beam, approximately 6.41CY of Concrete Columns, and approximately 13.28CY of infill CMU blocks. Contractor is required to verify all dimensions, quantities, and existing building, existing utilities, and existing site conditions to cover all impact costs to the complete Project before providing a Final All-In Cost to perform this overall work effort.

**BID ADD ALTERNATE:** The Bid Alternate shall include the Total Costs for the programming, preparation & securing approvals for construction drawings (drawings & specs), permitting, selective demolition, removal, and proper legal disposal of all refuse of the entire Concrete Walkway Roofing and all supporting Concrete Columns & Infilled CMUs as delineated within the attached School Layout

where highlighted in Red. It is understood herein that the Bid Alternate costs does not include the relevant Base Bid costs as stipulated above.

**NOTES related to both the Base & Alternate Bids:**

The existing Walkway floor slab shall remain in-place and fully protected during all phases of the selective demolition work efforts. Therefore, before and after pictures documenting before and after conditions of said floor slab are required to be transmitted to the VIDE Project Manager at james.bernier@vide.vi

All disturbed wall areas of the Gym & adjacent Building to include the remaining walkway flooring where the attached 11 concrete columns are removed or where any other parts of the demolished walkway is touched or impacted the Gym & adjacent building before or during the demolish work, in whatsoever manner shall be refinished to a smooth surface and painted with 2 coats of paint to match existing wall finish.

The selected vendor shall prepare all documents and drawings stamped by a professional engineer or architect required to obtain both the VIDE Project Manager's Approval and a DPNR Demolition Permit and the related permitting costs for both the drawings, specifications, and permit(s) shall be borne by the selected vendor. Moreover, all concrete crushing to reduce the material size of the concrete refuse to meet landfill requirements including any shipping (on or off-island), hauling, and tipping permitting fees for all refuse disposal requirements to effectively adhere to the USVI Law shall be included within the overall provided bid pricing. Lastly, all documentation generated regarding disposal of any refuse shall be provided via a jump-drive to the VIDE Project Manager within 48 hours following the conclusion of said activities.

Remove all fixtures (lighting or otherwise) & related conduits and properly dispose of said material in compliance to VI Code. Thereafter, cap all remaining electrical, water, and other piping at the peripheral edge boundary of the work area contracted herein. And, this work effort does include any and all particular utilities that are required to be rerouted for a continuation of the functionality of both the Gym and all other surrounding facilities.

All refuse materials generated by this work shall be fully documented by quantity and costs for disposal from the work site to final location for proper disposal as is required under the laws of the U.S. Virgin Islands.

**Staging**

This Project's Staging Area can be located directly South, perpendicular to the worksite on the existing grassed area between Building #6 & #12-Gym (see attached School Layout- Attachment A). However, if this work effort is performed while school is in session, both the worksite and staging areas will be fenced off and signage will be installed for safety of the students & administrators in compliance to OSHA regulations.

At the end of each day during the overall work effort, the worksite shall be properly secured and tools removed and stored.

**Notes:**

1. This is a Design-Build Project. The selected contractor shall provide Professional Architectural / Engineering (A/E) Services performed by a locally Licensed Architect or Engineer and Selective Demolition Services performed by a Licensed Contractor who has performed similar services within the U.S. Virgin Islands in the past for the Government of the Virgin Islands (GVI).
2. The selected contractor will adhere to all VIDE's and P&P's procurement standard Bid form requirements as established for the GVI's standard general construction contracts. The Contractor's Bid will shall be disqualified if the itemized Bid Sheet is not fully completed for all items.
3. The quantities expressed within the provided Bid Sheet are not necessarily exact, and the items noted within the provided Bid Sheet do not necessarily make up all the work required for the complete overall Project herein contemplated for final functionality of the finish work product. The Bid items noted within the provided Bid form will be used in establishing if the cost being submitted by the Bidders are within the current acceptable pricing being observed within the USVI construction market. Additionally, Bid items noted within the provided Bid form will ensure that all Bidders are bidding the same quantifications provided within the Bid Sheet. Nevertheless, all Contractors will be responsible for submitting a Total Lump Sum for both the Base Bid and the Bid Add Alternate for the overall complete Project as supported within the attached Bid Sheet.
4. It is each Bidders' responsibility to establish the exact quantities based on both the provided documentation issued for the Bid process and all necessary site visits needed by the Bidder to meet the objective in providing a Total Lump Sum for both the Base Bid and the Bid Add Alternate for the overall complete Project.
5. Itemized Unit Pricing submitted within the Bid Sheet for this work shall include the Contractor's Overhead & Administration, Taxes, and Profit along with all costs for Materials, Equipment, and Manpower necessary to facilitate proper, safe, and timely completion of the overall Project. The Unit Prices submitted by the Bidder on the itemized Bid Sheet will be utilized by GVI for any credits or debits to the overall Project; which, if necessary, shall be addressed through an Amendment to the Contract for the Project.
6. Any Contractor's justified requested Project Time Extensions shall be thoughtfully considered and, if approved by the Commissioner of Education, shall be addressed through an Amendment to the Contract for the Project.

**Deliverables:**

- A. Certified payrolls in compliance to the **Davis Bacon Act** shall be provided with all Pay Request for this Project.



- B. Emailed copies of all submitted and approved Permits for this work and an approval Letter from the VI Waste Management Authority to allow all refuse to be placed at the STX Landfill. Emails should be sent to [james.bernier@vide.vi](mailto:james.bernier@vide.vi).
- C. Emailed copies of all trucking tickets for refuse removed from the site that will detail quantities of refuse and final destination of refuse to establish the required Chain of Custody for all removed materials from this site. Tiskets are due within five Business days upon completed disposal. Emails should be sent to [james.bernier@vide.vi](mailto:james.bernier@vide.vi).
- D. Before, during, and after digital pictures to document all work efforts on site are due upon project completion.

### III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

### IV. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License** issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original *Certificate of Good Standing, Certificate of Existence, or Certificate of Status* from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of Liability Insurance** indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than One Hundred Thousand Dollars (\$100,000.00) for any one occurrence. The Contractor must provide a **Certificate of Liability Insurance** and **Declaration/Endorsement** pages that indicating that the Government of the Virgin Islands, Department of Education, is as "certificate holder" and an "additional insured" on the **General Liability/Public Liability**

**Insurance.** The Professional Liability Insurance must cover the services to be provided under the contract.

- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers' Compensation Employee's Liability.
- (8) System for Award Management (SAM) certifying the Contractor's' eligibility to receive contract awards appropriated with federal funds; [www.sam.gov](http://www.sam.gov).

Please note the above-referenced documents are subject to modification at the Government's discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract.

ATTACHMENT A

**ITEMIZED BID SHEET**

TO SECURE DESIGN-BUILD SERVICES FOR THE  
GYM WALKWAY ROOFING & COLUMN DEMOLITION PROJECT  
JUANITA GARDINE ELEMENTARY SCHOOL, STX, USVI

Item No.	<u>Base Bid Item Descriptions</u>	Quant.	Unit Price	Cost of Overall Work
1.	Mobilization for safety measures, construction signage, site signage, protective barriers around work area, and protective measures for walkway flooring.	1 LS	\$	\$
2.	Engineering Services necessary to secure a Demolition Permit for the work effort.	1 LS	\$	\$
3.	Remove and legally dispose of the existing 13' section of roof & beam above the main door to the Gym.	2.5 CY	\$	\$
4.	Install 2" X 6" treated and painted (white) Lumber that will be bolted with a minimum of Four ½" round by 6" long bolts to remaining exposed slab edge which will be utilized to enclose the cut concrete edges and calked watertight to keep rainwater on the remaining concrete roofing areas for proper drainage. If required, due to the removal of this section of roofing, roof drainage will be rerouted on roof(s) to secure proper drainage of both remaining sides of the roofing areas.	16 LF	\$	\$
5.	Project close-out and clean-up.	1 LS	\$	\$
	BASE BID COST:			\$
	<b>BIDDER'S TOTAL BASE BID COSTS:</b>			\$

Item No.	<u>Add Alternate Bid Item Descriptions</u> <u>(if additional funding becomes available)</u>	Quant.	Unit Price	Cost of Overall Work
1.	Mobilization for safety measures, construction signage, site signage, protective barriers around work area, and protective measures for walkway flooring.	1 LS	\$	\$

2.	Engineering Services necessary to secure a Demolition Permit for the work effort.	1 LS	\$	\$
3.	Remove and legally dispose of the existing Concrete Walkway which consist of roof, beam, columns, and CMU infill while protecting the walkway flooring during said demolition work.	48.87 CY	\$	\$
4.	All disturbed wall areas of the Gym & adjacent Building to include the remaining walkway flooring in where the attached 11 concrete columns are removed or where any other parts of the demolished walkway touched or impacted the Gym & adjacent Building before or during the demolish work in whatsoever manner shall be refinished to a smooth surface and painted with 2 coats of paint to match existing wall finish.	260 SF	\$	\$
5.	Remove all fixtures (lighting or otherwise) & related conduits and properly dispose of said material in compliance to VI Code. Thereafter, cap all remaining electrical, water, and other piping at the peripheral edge boundary of the work area contracted herein. And, this work effort does include any and all particular utilities that are required to be rerouted for a continuation of the functionality of both the Gym and all other surrounding facilities.	1 LS	\$	\$
6.	Project close-out and clean-up.	1 LS	\$	\$
	ADD ALTERNATE BID COST:			\$
	<b>BIDDER'S TOTAL ADD ALTERNATE BID COSTS:</b>			\$

**Certification of Bid:**

The undersigned Bidder/Contractor has Inspected and Examined all Building and Site Conditions thoroughly and verify all dimensions, quantities, and existing building, existing utilities, and existing site conditions to cover all impact costs to the complete timely Project before providing the following Final All-In Cost to perform this overall work effort.

Subject to all conditions and requirements of the scope of work, the Base Bid work effort will be completed within \_\_\_\_\_ days.

**Total Base Bid Costs for project is \$** \_\_\_\_\_  
(Numerical)

\_\_\_\_\_  
(Written)

**Certified Correct:**

\_\_\_\_\_  
Licensed Contractor's Signature Date  
Contractor's Mobile Number: \_\_\_\_\_  
Contractor's Business Address: \_\_\_\_\_

Contractor's Corporate Seal



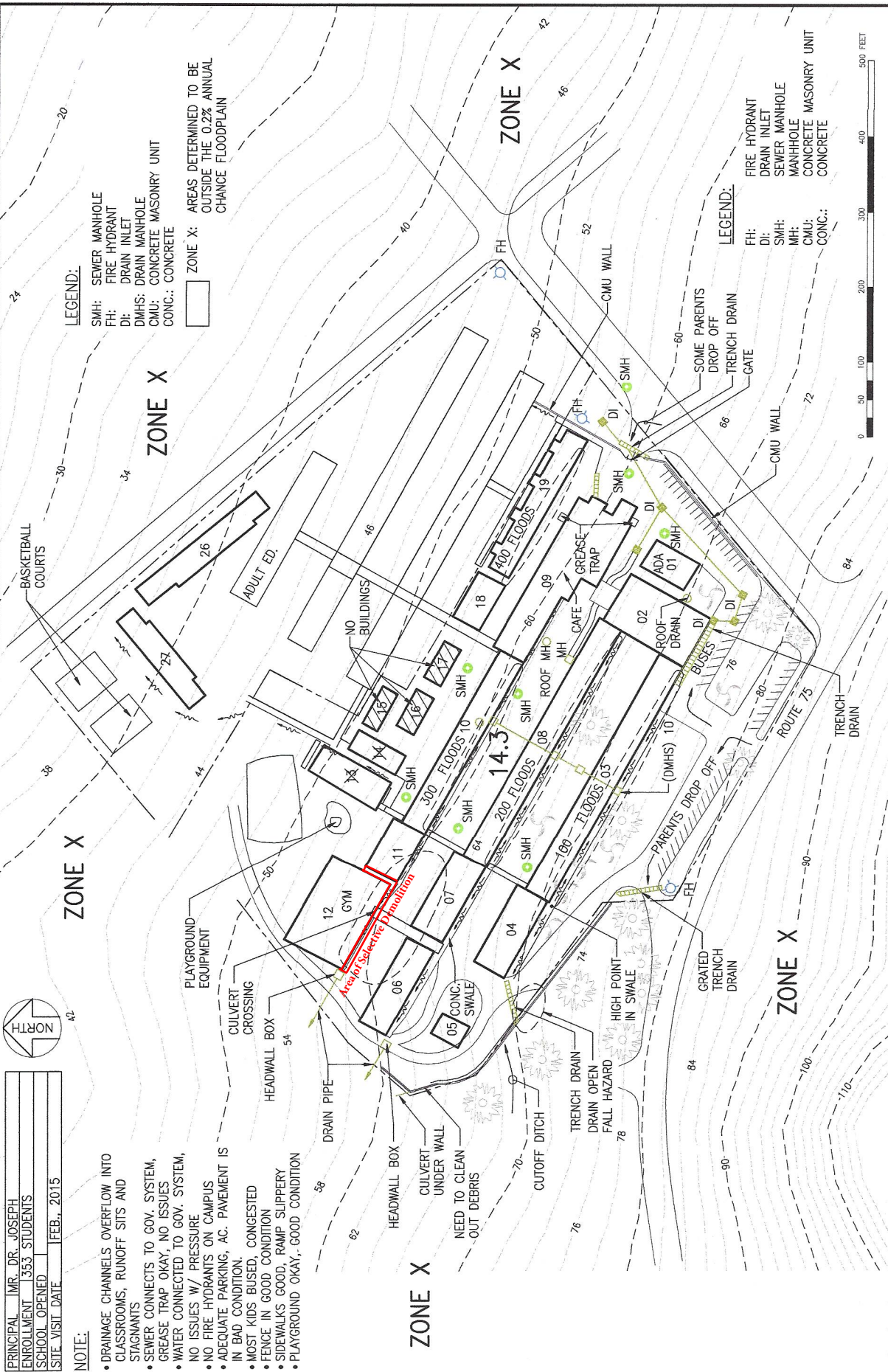




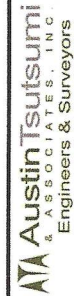
PRINCIPAL	MR. DR. JOSEPH
ENROLLMENT	353 STUDENTS
SCHOOL OPENED	
SITE VISIT DATE	FEB., 2015

#### NOTE:

- DRAINAGE CHANNELS OVERFLOW INTO CLASSROOMS, RUNOFF SITS AND STAGNANTS
- SEWER CONNECTS TO GOV. SYSTEM, GREASE TRAP OKAY, NO ISSUES
- WATER CONNECTED TO GOV. SYSTEM, NO ISSUES W/ PRESSURE
- NO FIRE HYDRANTS ON CAMPUS
- ADEQUATE PARKING, AC. PAVEMENT IS IN BAD CONDITION.
- MOST KIDS BUSED, CONGESTED
- FENCE IN GOOD CONDITION
- SIDEWALKS GOOD, RAMP SLIPPERY
- PLAYGROUND OKAY, GOOD CONDITION



OIA – ASSESSMENT OF BUILDINGS  
AND CLASSROOMS  
US VIRGIN ISLANDS – ST. CROIX



## EXHIBIT “C” - FEDERAL RIDERS



### VIRGIN ISLANDS DEPARTMENT OF EDUCATION

## **FEDERAL RIDERS**

The Virgin Islands Department of Education (VIDE), a department of the Government of the Virgin Islands (GVI) for which the Department of Property and Procurement is the contracting officer as it is the contracting arm of the GVI, will maximize its ability to receive reimbursements and funding for its programs, including planning, design, construction and administrative services, from federal programs. This solicitation and resulting contract(s) are funded by federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program and the Community Development Block Grant Disaster Recovery (CDBG-DR) program of the United States Department of Housing and Urban Development (“HUD”). The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010.

**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. The Contractor shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors. **THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY CONTRACT(S) RESULTING FROM THIS SOLICITATION:**

### **2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Therefore, the GVI reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



## EXHIBIT “C” - FEDERAL RIDERS

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Therefore, (Applicable to contracts exceeding \$10,000) If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIDE/GVI shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIDE/GVI, become VIDE/GVI's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIDE/GVI for damages sustained by VIDE/GVI by virtue of any breach of the contract by the Contractor/Subcontractor, and VIDE/GVI may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due VIDE/GVI from the Subcontractor is determined.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” **Therefore, in accordance with Executive Order 11246 (Applicable to construction contracts and subcontracts exceeding \$10,000) The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). During the performance of this contract, the Contractor/Subcontractor agrees as follows:**

1. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The 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 nondiscrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
4. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to

## EXHIBIT “C” - FEDERAL RIDERS

employees and applicants for employment.

5. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's/Subcontractor's non-compliance with the non- discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **Therefore, the Contractor shall ensure and the contract hereby requires that 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, not less than once a week, 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. The contractor is prohibited from inducing, by any means, any person employed in the**

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construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Additionally, in accordance with the Copeland “Anti-Kickback” Act, the Contractor shall ensure that salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “AntiKickback” 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Therefore, the Contractor shall comply with the requirements outlined above and ensure that all laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.**

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **Therefore, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Additionally, (Applicable to contracts exceeding \$100,000) The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to**

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the owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
2. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. 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.
4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#). **Therefore, the Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.**

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

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

**Therefore, (Applicable to contracts exceeding \$100,000) The 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 the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of 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.

### **2 CFR § 200.323 - Procurement of recovered materials.**

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

### **2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

- (1) Procure or obtain;
  - (2) Extend or renew a [contract](#) to procure or obtain; or
  - (3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity



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that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

### **2 CFR § 200.322 - Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Therefore, the Contractor shall practice preferences domestic procurements per 2 CFR § 200.322 and insert language in its contracts with Subcontractors to require domestic procurement preferences.**

### **HUD GENERAL PROVISIONS (“HUD RIDER”)**

***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.***

1. 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.
2. BREACH OF CONTRACT TERMS GVI: reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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3. **REPORTING REQUIREMENTS:** The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by GVI. The Contractor/Subcontractor shall cooperate with all GVI 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.
4. **ACCESS TO RECORDS:** The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.
5. **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 30 years following the date of final payment and close-out of all pending matters related to this contract.
6. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:
  - 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.
7. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
8. **ENERGY EFFICIENCY:** The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
9. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
10. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be

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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.

11. **SECTION 504 OF THE REHABILITATION ACT OF 1973:** The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

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

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

13. **CONFLICTS OF INTEREST:** The Contractor/Subcontractor shall notify GVI as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide GVI any additional information necessary for GVI to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by GVI, 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.

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

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

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

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



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15. **ASSIGNABILITY:** The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of GVI.
16. **INDEMNIFICATION:** The Contractor/Subcontractor shall indemnify, defend, and hold harmless GVI and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.
17. **COPELAND “ANTI-KICKBACK” ACT** (Applicable to all construction or repair contracts) : Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti- Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “AntiKickback” 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.
18. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers) : The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (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 the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. **DAVIS-BACON ACT** (Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation) : The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

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

20. **TERMINATION FOR CAUSE** (Applicable to contracts exceeding \$10,000) : If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, GVI shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of GVI, become GVI’s property and the Contractor/Subcontractor shall

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

21. **TERMINATION FOR CONVENIENCE** (Applicable to contracts exceeding \$10,000): GVI may terminate this contract at any time by giving at least \_\_\_\_ days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by GVI as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.
22. **SECTION 503 OF THE REHABILITATION ACT OF 1973** (Applicable to contracts exceeding \$10,000) : The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

### Equal Opportunity for Workers with Disabilities

- a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - 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 the 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 the contractor including social or recreational programs; and,
  - ix. Any other term, condition, or privilege of employment.
- b. The 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 the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant

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Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

- e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

23. EXECUTIVE ORDER 11246 (Applicable to construction contracts and subcontracts exceeding \$10,000): The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

- a. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The 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 nondiscrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous

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places available to employees and applicants for employment.

- e. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - f. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - g. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - 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. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.
24. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to construction contracts exceeding \$10,000) : The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

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

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25. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000) : The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- b. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 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 the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A)through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

26. LOBBYING: (Applicable to contracts exceeding \$100,000) The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when

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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.

27. **BONDING REQUIREMENTS:** (Applicable to construction and facility improvement contracts exceeding \$100,000) The Contractor/Subcontractor shall comply with GVI bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- a. 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.
- b. A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.
- c. A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

28. **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 implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The

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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. The Contractor/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor/Subcontractor’s obligations under 24 C.F.R. part 135.
  - 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).
29. FAIR HOUSING ACT: Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
30. 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 sub-awards 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 sub-grants awarded in the FFATA Sub-Award Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).
31. 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. Standards for procurement of supplies, equipment and other professional services are outlined in the Procurement Manual for CDBG-DR, available at [www.vihfa.gov](http://www.vihfa.gov). GVI follows these standards to ensure goods

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and services are procured efficiently, at a fair price, and in compliance with all applicable Federal and Local laws and executive orders.

32. **CHANGE ORDERS TO CONTRACTS:** Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.
33. **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.
34. **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.**
35. **ENVIRONMENTAL REVIEW RECORD:** The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- **ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES** as evidence of review, decision making and actions pertaining to a project of a recipient.
36. **FLOOD INSURANCE REQUIREMENTS:** Grantees and sub-recipients 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.**
37. **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, PRDOH 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.
38. **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



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information that may be indicative of fraud, waste, and/or abuse.

39. **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.
40. **DRUG FREE WORKPLACE:** The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee. PRDOH guarantees compliance with this Act.
41. **TIMELY DISTRIBUTION OF FUNDS:** The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.
- Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.
42. **PROPERTY MANAGEMENT AND DISTRIBUTION:** Regulations governing property management and distribution of real property, equipment, financial obligations and return of unobligated 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.

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43. **LIMITED ENGLISH PROFICIENCY:** Executive Order No. 13166, signed on August 11, 2000, requires programs, sub-recipients, 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.
44. **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.
45. **UNIFORM RELOCATION ACT CDBG-DR:** funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.
46. **RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN:** Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325 (a) Certification.
- a. As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
  - b. A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.
  - c. Plan contents. (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities. (2) The plan shall provide for relocation assistance in accordance with § 42.350.
  - d. The plan shall provide one-for-one replacement units to the extent required by §42.375.
49. **COMPLAINTS AND APPEALS** Citizen comments on GVI's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at [www.vihfa.gov](http://www.vihfa.gov). Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov). or the Virgin Islands Inspector General's Office at 340-774-3388 or access the hotline at <https://www.viig.org/contact/hotline>.
47. **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

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subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, GVI will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.