



## RFP-010-C-2023

# VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

The Virgin Islands Waste Management Authority (VIWMA) is hereby soliciting price quotations for **RFP-010-C-2023** for the **Design/Build of the St. Croix Convenience Centers (Mon Bijou, Concordia, and Cotton Valley)**.

Interested parties and prospective respondents may request the complete RPQ Package for their review from the Authority by submitting a request confirmation email with contact information for the respective company to [sdavid@viwma.org](mailto:sdavid@viwma.org) and [mvante@viwma.org](mailto:mvante@viwma.org). All questions pertaining to the scope of services to be rendered should be directed to Ms. Sandra David, Director of Procurement and Property, and Michael Vante, Contract and Inventory Manager, on or before **Friday, August 25<sup>th</sup>, 2023**. Responses to questions will be forwarded in the form of an Addendum to those parties who have confirmed interest by formally requesting the bid package.

Virgin Islands Waste Management Authority  
Procurement and Property Division  
7410 Estate Bovoni, Bay 2  
St. Thomas, VI 00802  
Tel: (340) 715-9170  
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**The Authority shall convene a pre-bid conference on Wednesday, August 23<sup>rd</sup>, 2023 at 10:30 A.M. at the St. Croix VIWMA Office located at 6916 Estate Glynn, Kingshill, St. Croix, USVI.**

**Proposals will be submitted electronically in PDF Format bearing the respective RFP Number: RFP-010-C-2023 to [sdavid@viwma.org](mailto:sdavid@viwma.org) and [mvante@viwma.org](mailto:mvante@viwma.org) on or before Wednesday, September 20<sup>th</sup>, 2023 at 12:00 P.M. Atlantic Standard Time.**

The Virgin Islands Waste Management Authority reserves the right to waive any non-substantive informalities, technicalities or irregularities, or reject any or all qualifications and proposals/bids; or to re-advertise for proposals/bids, and to award or refrain from awarding the contract for the work.

***Roger E. Merritt, Jr., Executive Director***

***It's Our Home! Let's Keep It Clean!***



**Request for Proposals (RFP)**  
**For the**  
**Design and Construction (Design/Build)**  
**Of the**  
**St. Croix Convenience Centers**  
**LOCATED AT**  
**Mon Bijou**  
**Cotton Valley**  
**Concordia**  
**St. Croix, Virgin Islands**

Issued:

August 1<sup>st</sup>, 2023  
Virgin Islands  
Waste Management Authority  
Division of Engineering  
Solid Waste

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# **DESIGN AND BUILD SOLID WASTE CONVENIENCE CENTERS LOCATED IN ESTATE MON BI JOU, COTTON VALLEY, AND CONCORDIA, ST. CROIX**

## **SECTION 1: GENERAL BACKGROUND**

The Virgin Islands Waste Management Authority (VIWMA) is issuing this Request for Proposals (RFP) from submitters capable of entering into a Design/Build agreement to provide the equipment, materials and personnel required to design and build the Mon Bijou, Cotton Valley, and Concordia Municipal Solid Waste Convenience Centers (hereinafter “St. Croix Solid Waste Convenience Centers”). Contractors can send proposals for one, two, or all three of the Convenience Centers. The VIWMA and the successful submitter shall enter into a mutually binding full-service Design/Build Agreement addressing the topics contained in this document. The VIWMA also reserves the right to modify/expand/decrease the scope of the services in coordination with the successful submitter to include additional or reduced terms and conditions. Such additional or reduced terms and conditions may result in additional compensation to the successful submitter or result in a reduction in compensation.

It is understood that the information contained in the RFP and the experience guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a submitter to provide these professional services. The VIWMA shall select the most qualified submitter based on a structured point scoring evaluation. The scoring evaluation shall consider each submitter’s ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources, and in-depth and innovative approaches.

## **SECTION 2: PURPOSE AND OBJECTIVES**

The purpose of this solicitation is to locate, evaluate and contract with a reputable team of professionals (architects, engineers, contractors) to provide the services necessary to design and build the St. Croix Solid Waste Convenience Centers.

## **SECTION 3: DESIGN STANDARDS**

- Americans with Disabilities Act
- 2018 International Building Codes for essential facility seismic Site Class D & Seismic Use Group IV, 175 MPH wind loads, a marine environment, & a design life of over 15 years

## **SECTION 4: SCOPE OF WORK**

The primary objective of this RFP is to convert the existing bin sites at Mon Bijou, Concordia, and Cotton Valley into Solid Waste Convenience Centers where solid waste is collected, separated, and further processed as waste material or as a reuse material.

### **SECTION 4a: SCOPE OF WORK (Mon Bijou)**

Design parameters for the Mon Bijou Convenience Center include the following:

- The Convenience Center shall be designed to accommodate at least five (5) Forty Yard



Compactors and six (6) 20 – 30 yds open bins. Bins should be located in a covered area that protects the contents of bins from weather.

- The design should maintain a clear separation of Roll-Off service vehicles from the general public visiting site.
- Facility should be able to accept and accommodate special waste (used oil, bulb, batteries, E-Waste, etc.).
- Bulk waste such as white goods, yard waste and construction debris are to be directed to specific bins or areas by the operator.
- Facility should be able to accept recyclable waste streams and be capable of storing them in a dry clean condition for further recycling. Glass, metal of various types, paper, cardboard, plastic, green waste should be placed in separate bins.
- Electrical service is to be provided with an adequately sized and powered emergency continuously run generator with automatic transfer switch to operate the facility should WAPA power be unavailable.
- Facility must have an air conditioned (Split Unit) office (minimum 800 ft<sup>2</sup>) area in addition to a separate break room with kitchenette and restroom with a shower, and IT Storage Space. Restrooms and bathrooms shall have ceramic tiles on walls and floors with epoxy grout.
- Site is to be completely enclosed with security fence and cantilever electronic gates. Access to the facility should be gained utilizing VIWMA I.D. card system.
- Privacy Screening for the fence is to be placed to provide permanent sight obscurity to the internal operations.
- Oil/grease/grit separators are to be included in the design. Inclusion of design elements which could lessen the impact of stormwater pollution on nearby water bodies encouraged.
- Site drainage must be provided with adequate conveyance to the stormwater system.
- Site must be properly lit to deter illegal activity at night. The submitter shall propose solar powered site lighting for the facility with backup conduits for conventional lighting.
- Site must be monitored by close circuit television; additionally, site attendant must have capability to monitor compactors and manually zoom into any location surrounding compactor and all areas accessible by the public. Including the outside perimeter of the facility. Security systems should have license plate reader as part of software programming. Perimeter cameras should be able to capture images 200 ft away in all directions leading away from premises. System must be compatible with existing VIWMA security system. Cameras must be at a minimum height of 20 feet.
- Site must include at minimum a 20,000-gal cistern and connection to the WAPA water system. A filtration system to include three sediment filters in series and a charcoal filter must be installed to water supply line to kitchen and restroom. A separate water supply system for the emergency eyewash and shower station must also be installed. Isolations valves for each water fixture should be installed.
- Safety, health and fire protection are to be designed into the layout and operational function of the facility. Design must include a fire suppression system that addresses all areas of the facility including each compactor and each open bin.
- Site plan should also include sufficient native or naturalized landscaping to site with irrigation lines from main water supply and/or tertiary packaged treatment plant.

- Site should have sufficient signage describing to customers on specific areas to discard various waste types. Sufficient Safety decals associated with each waste stream should be installed.
- Designers of facility must maintain a fluent traffic pattern that allows drivers to traverse only in one direction.
- Sufficient Storage space should be included. The space should be sufficient to be able to store maintenance equipment including but not limited to ladders, scaffolding, pressure washers, paints and other solutions.
- On-site structures will be built to current building codes.
- A minimum approximate 50-foot buffer on the western, northern, and southern boundaries of the property must be incorporated into the design. The buffer will be required on the northern, western, and southern boundaries where green space currently exists. Portions of the buffer that reach the eastern boundary of the property may be considered transitional space for potential stockpiling of hurricane debris. Buffer zones should be landscaped with local fruit trees.
- A minimum of approximately 1.0 acres of the site will be retained as green space via the buffer zone.
- Oil water separators must be installed to intercept all runoff from hard surfaces and sediment catchments must be included in all areas of runoff.

#### **SECTION 4b: SCOPE OF WORK (Concordia)**

Design parameters for the Concordia Convenience Center include the following:

- The Convenience Center shall be designed to accommodate at least five (5) Forty Yard Compactors and six (6) 20 – 30 yds open bins. Bins should be located in a covered area that protects contents of bins from weather.
- The design should maintain a clear separation of Roll-Off service vehicles from the general public visiting site.
- Facility should be able to accept and accommodate special waste (used oil, bulb, batteries, E-Waste, etc.).
- Bulk waste such as white goods, yard waste and construction debris are to be directed to specific bins or areas by the operator.
- Facility should be able to accept recyclable waste streams and be capable of storing them in a dry clean condition for further recycling. Glass, metal of various types, paper, cardboard, plastic, green waste should be placed in separate bins.
- Electrical service is to be provided with an adequately sized and powered emergency continuously run generator with automatic transfer switch to operate the facility should WAPA power be unavailable.
- Facility must have an air conditioned (Split Unit) office (minimum 800 ft<sup>2</sup>) area in addition to a separate break room with kitchenette, restroom with a shower, and IT Storage Space. Restrooms and bathrooms shall have ceramic tiles on walls and floors with epoxy grout.
- Site is to be completely enclosed with security fence and cantilever electronic gates. Access to the facility should be gained utilizing VIWMA I.D. card system.

- Privacy Screening for the fence is to be placed to provide permanent sight obscurity to the internal operations.
- Oil/grease/grit separators are to be included in the design. Inclusion of design elements which could lessen the impact of stormwater pollution on nearby water bodies encouraged.
- Site drainage must be provided with adequate conveyance to the stormwater system.
- Site must be properly lit to deter illegal activity at night. The submitter shall propose solar powered site lighting for the facility with backup conduits for conventional lighting.
- Site must be monitored by close circuit television; additionally, site attendant must have capability to monitor compactors and manually zoom into any location surrounding compactor and all areas accessible by the public. Including the outside perimeter of the facility. Security systems should have license plate reader as part of software programing. Perimeter cameras should be able to capture images 200 ft away in all directions leading away from premises. System must be compatible with existing VIWMA security system. Cameras must be at a minimum height of 20 feet.
- Site must include at minimum a 20,000-gal cistern and connection to the WAPA water system. A filtration system to include three sediment filters in series and a charcoal filter must be installed to water supply line to kitchen and restroom. A separate water supply system for the emergency eyewash and shower station must also be installed. Isolations valves for each water fixture should be installed.
- Safety, health and fire protection are to be designed into the layout and operational function of the facility. Design must include a fire suppression system that addresses all areas of the facility including each compactor and each open bin.
- Site plan should also include sufficient native or naturalized landscaping to site with irrigation lines from main water supply and/or tertiary packaged treatment plant.
- Site should have sufficient signage describing to customers on specific areas to discard various waste types. Sufficient Safety decals associated with each waste stream should be installed.
- Designers of facility must maintain a fluent traffic pattern that allows drivers to traverse only in one direction.
- Sufficient Storage space should be included. The space should be sufficient to be able to store maintenance equipment including but not limited to ladders, scaffolding, pressure washers, paints and other solutions.
- On-site structures will be built to current building codes.
- A minimum approximate 10-foot buffer on the western, northern, and southern boundaries of the property must be incorporated into the design. The buffer will be required on the northern, western, and southern boundaries where green space currently exists. Portions of the buffer that reach the eastern boundary of the property may be considered transitional space for potential stockpiling of hurricane debris. Buffer zones should be landscaped with local fruit trees.
- A minimum of approximately .25 acres of the site will be retained as green space via the buffer zone.
- Oil water separators must be installed to intercept all runoff from hard surfaces and sediment catchments must be included in all areas of runoff.

## **SECTION 4c: SCOPE OF WORK (Cotton Valley)**

Design parameters for the Cotton Valley Convenience Center include the following:

- The Convenience Center shall be designed to accommodate at least two (2) Forty Yard Compactors and five (5) 20 – 30 yds open bins. Bins should be located in a covered area that protects contents of bins from weather.
- The design should maintain a clear separation of Roll-Off service vehicles from the general public visiting site.
- Facility should be able to accept and accommodate special waste (used oil, bulb, batteries, E-Waste, etc.).
- Bulk waste such as white goods, yard waste and construction debris are to be directed to specific bins or areas by the operator.
- Facility should be able to accept recyclable waste streams and be capable of storing them in a dry clean condition for further recycling. Glass, metal of various types, paper, cardboard, plastic, green waste should be placed in separate bins.
- Electrical service is to be provided with an adequately sized and powered emergency continuously run generator with automatic transfer switch to operate the facility should WAPA power be unavailable.
- Facility must have an air conditioned (Split Unit) office (minimum 800 ft<sup>2</sup>) area in addition to a separate break room with kitchenette, restroom with a shower, and IT Storage Space. Restrooms and bathrooms shall have ceramic tiles on walls and floors with epoxy grout.
- Site is to be completely enclosed with security fence and cantilever electronic gates. Access to the facility should be gained utilizing VIWMA I.D. card system.
- Privacy Screening for the fence is to be placed to provide permanent sight obscurity to the internal operations.
- Oil/grease/grit separators are to be included in the design. Inclusion of design elements which could lessen the impact of stormwater pollution on nearby water bodies encouraged.
- Site drainage must be provided with adequate conveyance to the stormwater system.
- Site must be properly lit to deter illegal activity at night. The submitter shall propose solar powered site lighting for the facility with backup conduits for conventional lighting.
- Site must be monitored by close circuit television; additionally, site attendant must have capability to monitor compactors and manually zoom into any location surrounding compactor and all areas accessible by the public. Including the outside perimeter of the facility. Security systems should have license plate reader as part of software programming. Perimeter cameras should be able to capture images 200 ft away in all directions leading away from premises. System must be compatible with existing VIWMA security system. Cameras must be at a minimum height of 20 feet.
- Site must include at minimum a 15,000-gal cistern and connection to the WAPA water system. A filtration system to include three sediment filters in series and a charcoal filter must be installed to water supply line to kitchen and restroom. A separate water supply system for the emergency eyewash and shower station must also be installed. Isolations valves for each water fixture should be installed. does
- Safety, health and fire protection are to be designed into the layout and operational

function of the facility. Design must include a fire suppression system that addresses all areas of the facility including each compactor and each open bin.

- Site plan should also include sufficient native or naturalized landscaping to site with irrigation lines from main water supply and/or tertiary packaged treatment plant.
- Site should have sufficient signage describing to customers on specific areas to discard various waste types. Sufficient Safety decals associated with each waste stream should be installed.
- Designers of facility must maintain a fluent traffic pattern that allows drivers to traverse only in one direction.
- Sufficient Storage space should be included. The space should be sufficient to be able to store maintenance equipment including but not limited to ladders, scaffolding, pressure washers, paints and other solutions.
- On-site structures will be built to current building codes.
- A minimum approximate 10-foot buffer on the western, northern, and southern boundaries of the property must be incorporated into the design. The buffer will be required on the northern, western, and southern boundaries where green space currently exists. Portions of the buffer that reach the eastern boundary of the property may be considered transitional space for potential stockpiling of hurricane debris. Buffer zones should be landscaped with local fruit trees.
- A minimum of approximately .2 acres of the site will be retained as green space via the buffer zone.
- Oil water separators must be installed to intercept all runoff from hard surfaces and sediment catchments must be included in all areas of runoff.

#### **SECTION 4d: SCOPE OF WORK (IT Requirements for All Convenience Centers)**

- There should be network drops next to every electrical outlet, the conduits should be the same size as the electrical conduit and the storage space should be in a centralized location. Each network drop should be a “homerun” back to the IT storage space. One network drop should be staged in the ceiling of every room/hallway.
- Conduits and drops should be placed by the compactors to provide access for a phone in the event of an emergency in that area.
- Network drops/conduits should also be positioned above each compactor to allow for surveillance systems to prevent illegal dumping.
- Network drops should be added in the proximity of the compactors as future equipment may require internet connectivity for monitoring and/or remote control.
- Outside lighting should be coordinated with surveillance cameras to ensure adequate lighting and to also prevent blinding of the cameras by bright lighting.
- Cabling should utilize Cat 6 Wiring with T568B-Wiring Standard. All wiring should terminate in a patch panel to be housed in the “IT Storage Space”. Each network drop should be labeled both “at site” and “patch panel” for easy identification.
- An electrical conduit should run from each Electronic Gate back to the IT Storage space to allow for connectivity to the current VIWMA Access System.
- Additional Specifications as outlined in *Appendix III: Bin Site Surveillance Component Overview (including installation)*

## **SECTION 5: KEY PERSONNEL & MINIMUM QUALIFICATIONS**

Each proposal shall describe the organizational structure of the proposed team. At a minimum each proposal shall include:

1. An organization chart showing the reporting responsibilities and organization of all Key Personnel, other staff to be assigned and subcontractors.
2. Key Personnel job descriptions and reporting responsibilities, an identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
3. Curriculum Vitae (CV) for all key personnel

### **5.1 Key Personnel Replacement**

Key Personnel are those Contractor personnel considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. VIWMA reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six months of contract performance. VIWMA shall be notified in writing of any proposed substitution at least thirty (30) days in advance.

Such notification shall include:

- a. An explanation of the circumstances necessitating the substitution.
- b. A complete resume of the proposed substitute.
- c. And any other information requested by VIWMA to facilitate evaluation of Contractor's substitution request. VIWMA reserves the option of reviewing, re-evaluating and rescoring Contractor's response to this solicitation and further reserve the option of invalidating the Contractors' response to this solicitation due to excessive substitutions.

### **5.2 Minimal Professional Qualification Requirements**

This section requires the submitter to provide adequate information to exhibit its qualifications and ability to meet the standards of experience and financial capability in order to be considered qualified. The VIWMA, in its sole discretion, shall decide if a submitter meets the standards. Details of each submitter's experience and financial ability will be assessed at all levels, including the fiscal and the experience and strength of the submitter's parent company, if any. The specific selection criteria are outlined in **Section 15**.

The submitter must:

1. Have been in business for a minimum of five (5) years prior to the submission of this proposal.
2. Provide conceptual drawings and a cost estimate for the VIWMA to review and evaluate

design/build proposal. Conceptual drawings must include the following:

- a. Acreage of area to be utilized.
  - b. Stormwater control measures as well as treatment measures
  - c. Administrative Office Building
  - d. Traffic Pattern
  - e. Layout of compactor and bin locations.
  - f. Special Waste receiving and storage areas.
  - g. Egress and regress from main roadway.
  - h. Landscaping including vegetative buffer zone, the plant species should be native or naturalized.
  - i. Paved and unpaved areas.
3. Furnish liability and property damage insurance of not less than \$2,000,000.00 combined single limits for bodily injury, wrongful death, and property damage. Proof of coverage must be provided prior to the issuance of the related contract. Furnish Errors and Omissions insurance for A/E Services of not less than \$2,000,000.00. The VIWMA shall be the additional named insured.
  4. Submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services.
  5. Demonstrate successful experience in design and construction projects specific to the design of solid waste processing and handling facilities, including transfer stations, convenience centers, recycling facilities, landfills and any other such solid waste processing and handling facilities the respondent may submit for evaluation.
  6. Demonstrate specific experience of providing full-service operations services with public agencies or VIWMA or of entering into design and construction agreements in the Virgin Islands, or in other municipal jurisdictions.

### **5.3 Additional Minimal Professional Qualification Requirements**

The submitter must:

1. Provide a listing of five (5) most recent design/build projects for which the submitter has provided design or construction services, including the construction cost of the project; the project start date; the completion dates; the names, addresses, contact persons and telephone numbers of the owners; and the size and type of facilities addressed.
2. Describe submitter's breadth of knowledge and resources which would be brought to bear

on the VIWMA project should the submitter be the successful contractor.

3. Demonstrate experience in: facility planning on a specified site; design to meet specifications and objectives of the project; and construction to meet the objectives and budgets agreed to by the owner. The submitter must identify specific projects where such services were provided and the results of such services.
4. Have specific experience which exhibits the submitter's ability to evaluate, recommend and implement corrective and/or affirmative actions to improve the functionality of a service-oriented operation housed in one facility.
5. Have the proven ability to successfully address environmental issues which may affect the progress of the design/build of an existing structure.
6. List any pending litigation or bankruptcies, any environmental litigation and any judgments entered against the submitter in the last 5 years.

#### **SECTION 6: SERVICES TO BE PROVIDED BY THE SELECTED AWARDEE**

**The submitter must provide the following services:**

1. Provide electronic copies (PDF and AutoCAD) of As-Build Drawings.
2. Provide drawings and a cost estimate at the conceptual design phase for WMA review, comment and/or approval. (6 sets required).
3. Provide an artist's rendering of the proposed converted/modified facilities for WMA's use in Public Service announcements and disclosures.
4. Provide drawings that meets all parameters of industry standards and the budgetary requirements outlined as part of this RFP, a detailed cost estimate, final specifications, and a construction schedule at the 30% design phase for WMA review, comment and/or approval. (6 sets required).
5. Provide drawings, a detailed cost estimate, final specifications, and a construction schedule at the 60% design phase for WMA review, comment and/or approval. (6 sets required).
6. Provide drawings, a detailed cost estimate, final specifications, and a construction schedule at the 90% design phase for WMA review, comment and/or approval. (6 sets required)



7. Provide final drawings, final specifications and a final construction schedule at the 100% design phase for WMA review, comment and/or approval. (6 sets required)
8. Determine the need for and apply for all necessary permits for the design and construction (including but not limited to earth change, CZM, building permits, plumbing permits, electrical permits, occupancy permits etc.).
9. Construct the facility in accordance with approved drawings and within the approved schedule and budget determined and approved during the design review phases. Contractor must provide quality control assurance during construction phase including but not limited to compaction testing for all earth work completed.
10. Provide shop drawings for materials and equipment for approval.
11. Provide user manual (including manual and serial numbers) of all equipment and tools installed on facility. (Including but not limited to Generator, Transfer Switch, Transformer, Lighting, Gate System, Security System, water pump, water heater, etc.)
12. Provide operational and safety training on all equipment installed.

## **SECTION 7: PROPOSAL SUBMITTAL CONTENT**

The proposal must contain the following:

1. Cover Letter & Executive Summary:
  - a. Firm Name, address, email, fax, and telephone
  - b. Type of Service for which Firm is qualified.
  - c. Number of Years in Operation
  - d. Other relevant information as described in *Section 6.1* and *Section 9.1*
2. Key Personnel & Minimum Qualifications
  - a. Names/addresses of Principals of Firm.
  - b. Names of key personnel with experience of each and the length of time in organization.
  - c. Number of staff available for assignment. (Local & Off-Territory)
  - d. Organization Chart of Primary Contractor & Sub Contractors (to include employees to be engaged and percentage of engagement)
  - e. Evidence of Meeting Professional Qualification Requirements
3. Required Documents
  - a. Copy of Corporate Documents (as outlined)
  - b. Certificate of Certificate of Good Standing
  - c. Copy of Valid VI Business License (or proof of pending approval)
  - d. Copy of Valid Cage Number from Sam.gov
  - e. Workman's Compensation Insurance
  - f. Liability & Property Damage Insurance
  - g. Errors & Omission Insurance
  - h. SSN or EIN Number
  - i. Proof of Bonding
4. The Proposal
  - a. Project Approach & Methodology
    - i. Describe how you will approach this project and availability to perform the

- services requested (See detail in Section 10)
  - b. Contract Management & Quality Control Plan
  - c. Project Schedule
  - d. Conceptual Designs
  - e. Business Consideration (Acumen)
  - f. Contract Agreement
- 5. Past Project Experience
  - a. List of completed projects of similar type and estimated cost of each.
  - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
  - c. Project References: (including a notarized written consent from the authorized representative which must include name, telephone number, e-mail address and facsimile number).
  - d. Enclosure Documents B, C, & D
- 6. Cost Proposal Submittal (under separate cover)
  - a. Enclosure Document E
  - b. Design Cost (Survey, Architectural & Engineering {Civil, Electrical, Mechanical}, Hourly Rates, etc.
  - c. Construction Costs ((Rigid Pavement, Flexible Pavement, Retaining walls, Excavation, Curb Walls, Catch Basins, Storm drains, Mechanical {Hose bibs, office water fixtures, compactor and open bins fire suppression fixtures, etc.} electrical fixtures and devices, windows, doors, tiles, HVAC System, roof, walls, landscaping, time, hourly rates, etc.)

The proposal shall identify all non-monetary terms and conditions associated with the services included in the proposal, such as the submitter's limitations on liability. During contract negotiations, the scope of work shall be fully defined; any changes shall be negotiated along with the Agreement, beginning with the draft contract agreement submitted in the proposal.

*The following are additional matters which should be considered by the submitter relative to the content of each of the suggested sections of the proposal.*

### **7.1 Cover Letter**

- Should include at a minimum, a commitment by the submitter, if selected, to enter into good faith negotiations with VIWMA.
- Must be signed by an officer of the submitting firm.
- Must be submitted with a Board Resolution giving said officer signatory authority.
- Should state the length of time (months) that the submitter will hold firm its prices.

### **7.2 Key Personnel & Professional Qualification Requirements**

The Submitter shall Respond to the requests contained in **Section 3** of this document.

### **7.3 Contract Management Plan**

The Contract Management Plan should address the following topics:

- a. A listing of the specific individuals assigned to the Management Team and to

- Technical Support who the submitter will assign to the contract during the design and construction phases and provide the résumés and experience of those individuals.
- b. A detailed staffing plan indicating the type and quantity of the various positions the submitter feels is necessary to provide the services required.
  - c. The details of the incorporation of the design parameters into the project design.
  - d. Specifically identify any additional services which should be provided but which exceed the scope of services requested herein.
  - e. Changes or limitations to the general provisions listed in the draft agreement.

## **7.4 Project Schedule**

All proposals must include a project schedule in Gantt chart or similar format showing key project milestones for the duration of the project. The schedule should start with the Notice to Proceed as the effective date, through acceptance of the facilities including fully operational status. This schedule will include at a minimum sufficient time to obtain permits, provide designs with WMA reviews and approvals, the time to obtain financing, the time for any construction, startup, completion, acceptance, and full operations of VIWMA's facility. The VIWMA will assist in securing the necessary permits in a timely manner providing all legally required submittals have been met.

## **7.5 Cost Proposal Submittal**

Proposals in response to this RFP will consist of two separate document submissions, **one providing technical details (to include conceptual design)** and **a separate submission providing cost information**. Cost proposals shall include costs for the design, and separate costs for the construction of the facility. **One original copy of the cost proposal shall be submitted in a separate, sealed envelope or email. The proposal containing the cost proposal shall be stated so on the outside of that proposal.** The cost proposal shall include the following:

### **Cost Proposal Assumptions**

- a. Detailed listing of all proposed capital equipment excluding bins and compactors.
- b. Time & Materials
- c. Employee Hourly Rates
- d. Other Rates & Fees as applicable

## **7.6 Oral Interviews**

Respondents may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Respondent may only ask questions that are intended to clarify the questions that they are being asked to respond. Each Respondent's time slot for oral interviews will be determined randomly. Respondents who are selected shall make every effort to attend. If representatives of the VIWMA experience difficulty on the part of any Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

## **SECTION 8: CONTRACTOR RESPONSIBILITIES**

### **8.1 Permits and Regulations**

The Contractor shall be responsible for identifying, obtaining, complying, and bearing all costs associated with any environmental or other permits or any regulations required for the design and construction of the facility, or to process or test, measure, treat, or dispose of any emissions, debris or effluents resulting from the Contractor's operations, activities, or equipment. HUD Section 3 compliance is required.

### **8.2 Record Keeping and Reporting**

The Contractor shall be required to maintain electronic and written records of all documents, correspondence, submittals, applications, and all other computer records of activities related to the contract. The Contractor's records shall be open for VIWMA inspection at any time during the Contractor's normal business hours, and the VIWMA reserves the right to perform spot monitoring of the Contractor's operations. VIWMA may also request copies of any record during the Contractor's normal business hours.

The Contractor shall keep on site at all times copies of the following:

- all permits and licenses shall be posted as required by applicable laws.

Except as noted here, all reports will be provided in written and electronic (digital) form and provided in hard copy and on a computer storage medium, using software approved in writing by the WMA. The Contractor will be required to immediately report any properly contain spills of fuels, lubricants or any hazardous liquids to the VIWMA and Local (DPNR) and Federal Regulatory Agencies (EPA), in accordance with their reporting requirements.

The Contractor will be liable for any fines resulting from such spills and shall be responsible for the mitigation of the area of the spill.

### **8.3 Site Security**

The Contractor will be responsible for providing adequate security for Contractor's equipment and for the facilities during construction of the project.

### **8.4 Health and Safety**

The Contractor shall be responsible for complying with all laws and regulations associated with worker health and safety, for providing workers adequate training in safety and operations, and for maintaining a drug-free workplace. The training shall include training to handle spills of fluids and hazardous materials, fire, explosion, earthquakes, hurricanes, excessively heavy rain events and other natural events or disasters.

### **8.5 Non-Discrimination**

The Contractor shall be responsible for complying with all laws and regulations associated with fair hiring practices, the creation of a non-discriminatory workplace and appropriate termination

procedures.

The Contractor shall make all possible efforts to subcontract, hire and/or retain the services of Virgin Islands based businesses, corporations and individuals. The VI Department of Labor currently holds a listing of individuals seeking employment and should be consulted first to fill any vacant positions both at start up and throughout the life of the contract.

## **8.6 Business Considerations**

The submitter must discuss its position on such business issues as assumption of risk, repair and replacement of operating equipment, capital improvements and guarantees.

## **8.7 Contract Agreement**

The WMA will prepare the contract agreement upon successful negotiations with selected submitter. However, a summary of some of the general provisions the WMA will require in any final Professional Services Contract are as follows:

- The contract will be funded, in whole or in part, by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds. Therefore, funding and payment of the contract will be based on requirements and availability of the CDBG-DR funds by VIWMA. The selected Respondent is responsible for submitting all required documentation for payment to VIWMA. The selected Respondent is responsible for preparation and submittal of an application for payment and invoice, based upon a mutually agreed Schedule of Values (“SOV”). After the notice to proceed is issued, the contract payment will consist of a mobilization, after which all subsequent payments will be based upon work in place. Further, a 10% retainage will be withheld from each payment following the mobilization payment. The selected Respondent shall allow enough time for the VIWMA to review and process payment requests.
- Each respondent must submit a valid CAGE number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>
- The Scope of Services to be rendered by the contractor.
- A provision for liability for the payment of fines and/or civil penalties levied against the contractor and/or the VIWMA by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, or of this contract, or for failures resulting from the contractor’s negligence during the period of the contract.
- A provision for compliance with all applicable laws and regulations regarding the design and construction of the facilities.
- A provision for indemnification of VIWMA, its agents, officers, assigns and employees from any loss or liability for claims, damages, lawsuits resulting from the contractor’s negligence and breaches during the period of the contract.

- A provision for comprehensive liability insurance policies including the WMA as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$2,000,000); a certificate of such insurance shall be submitted to the WMA upon execution of the contract.
- A provision for the contractor's payment of all taxes and charges, including unemployment insurance premiums, excise tax, gross receipt, social security, etc.
- A provision that the contractor shall provide a sufficient number of qualified personnel, including management, administrative, operational, technical, and clerical, who meet relevant legal requirements and industry standard experience regarding design and construction, and are capable and demonstrate experience necessary to design and construct the facility during the contract period.
- A provision that the contractor shall design and construct all facilities so that odor, dust and noise shall be effectively controlled, and that no avoidable disruption of adjacent neighborhoods shall result. Including signage about construction and pedestrian safety.
- A provision for the term of the Contract between the VIWMA and the contractor to be **180 days for design and 365 days for construction.**
- A provision that the contractor shall make all arrangements to provide for the supply and construction/installation of capital equipment as requested and approved by the WMA and as set forth in the design as provided by the contractor. Ownership of the capital equipment will transfer to the WMA at the completion of the project.
- A provision for the termination of the contract if the level of performance is unsatisfactory to VIWMA.

## **8.8 General Federal Grant Requirements & HUD General Provisions**

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars and required federal contract clauses per 2 CFR Part 200 Appendix II (**Appendix I**). Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as HUD-Federal-Cross-Cutting-Measures (**Appendix II**).

## **8.9 Davis Bacon Act (DBA) 1931**

Contractor shall be responsible for maintaining weekly certified payroll records which must include:

- Any wages paid to employees.
- Employee's name
- Last four digits of the employee's Social Security number
- The number of hours worked each day, and number of hours worked for the week.
- Employee's hourly rate of pay.
- Employee's job classification
- Any fringe benefits paid to employees.

During a week of no work, the payroll reporting form must be submitted the usual way with the insertion "NO WORK PERFORMED THIS WEEK" and "FINAL" on the last invoice.

The Act requires that contractors pay the prevailing wage, according to their skills, to their workers; failure to comply shall be reason for withheld payments, contract termination, and debarment from future federal contracts for up to three years.

## **8.10 Conflict of Interest**

A submitter filing a proposal shall certify that no officer, agent or employee of WMA has a pecuniary interest in the proposal or has participated in contract negotiations on behalf of the Submitter; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Submitter for the same Request for Proposals; and that the Submitter is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

A Respondent must also disclose any existing contractual work for the Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identity any potential conflict of interest, and must certify that Respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

## **8.11 DBE Program Provisions**

### ***DISADVANTAGED BUSINESS PARTICIPATION IN FEDERALLY FUNDED ASSISTED CONTRACTS***

Pursuant to, 40 CFR, Part 33, Subpart C, Disadvantaged Business Enterprise (DBE) respondents that are not DBEs are strongly encouraged to consider partnering, or other joint

venture arrangements, with certified DBE firms to achieve the prescribed goals and to give DBE firms the opportunity to participate. Respondents must document good faith efforts to provide meaningful participation by DBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future consideration with VIWMA and monetary payments based on the DBE goal shortfall.

#### **8.12 Minority & Women-Owned Business Enterprise (M/WBE)**

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate.

Respondents must document good faith efforts to provide meaningful participation by M/WBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future contracts with VIWMA and monetary payments based on the M/WBE goal shortfall.

### **SECTION 9: ELIGIBILITY REQUIREMENTS**

#### **9.1 Licensing Requirements**

A contract will not be issued, nor a Notice to Proceed given, to any firm or individual doing business in the Virgin Islands to perform work with the VIWMA until documentary evidence is submitted that the said firm or individual has a valid V.I. General Construction Business License to do similar business in the Virgin Islands. Submitters must submit a copy of a valid V.I. business license within ten (10) working days after award of the contract.

All Submitters bidding as Joint-Ventures which do business in the Virgin Islands must be licensed as a Joint-Venture in the Virgin Islands.

#### **9.2 Requirements of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the area in which they are incorporated at the time of the submission of their responses to this RFP. Such respondents shall attach a certificate of good standing from the Secretary of State in the area in which they are incorporated in their proposals. Upon contract execution, the successful Respondent will show evidence of its applications to obtain any required licenses or certificates required to do business in the USVI.

#### **9.3 Required Documents**

The successful respondent will have ten (10) days from the day of notice of selection is received to submit the following documents:

- A. **Corporate Documents** - The successful respondent will be required to provide a copy of their Corporate Documents.



- a. Provide a Copy of Corporate Documents
  - i. Corporations
    - 1. Copy of Articles of Incorporation
  - ii. Limited Liability Company (LLC)
    - 1. Copy of Articles of Organization
    - 2. Copy of Operating Agreement
  - iii. Sole Proprietor
    - 1. Copy of Trade Name Certificate
- B. **Letter of Good Standing of Corporation or Certificate of Existence if LLC** – The successful respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence. A copy of the receipt that demonstrates evidence of filing the company’s Annual Report of June 30<sup>th</sup> of the current Year from the Office of Lieutenant Governor will be acceptable as well.
- C. **Workman’s Compensation Insurance** – The successful respondent will be required to provide proof of Workman’s Compensation Insurance.
- D. **Liability & Property Damage Insurance** - The successful respondent will be required to obtain and have in place Liability Insurance in an amount not less than **\$2,000,000.00** combined single limits for bodily injury, wrongful death, and property damage. Proof of coverage must be provided prior to the issuance of the related contract.
- E. **Errors & Omissions Insurance** - The successful respondent will be required to obtain and have in place Errors & Omissions Insurance for A/E Services of not less than \$2,000,000.00. The VIWMA shall be the additional named insured.
- F. **Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful respondent will be required to provide an official copy of their SSN or EIN.
- G. **CAGE Number** – The successful respondent will be required to submit a Valid CAGE Number that is actively registered on SAM.GOV <https://www.sam.gov/SAM/pages/public/index.jsf>
- H. **VI Business License** – The successful respondent will be required to submit proof the said firm or individual has a valid V.I. General Construction Business License to do similar business in the Virgin Islands.

#### **9.4 Workers’ Compensation**

Within ten (10) working days after notification of proposal acceptance, the successful submitter must provide a copy of their certificate indicating that the firm and its agents are covered by Workmen’s Compensation Insurance.

**THESE DOCUMENTS WILL BE REQUIRED PRIOR TO ISSUANCE OF A CONTRACT**

FAILURE TO PROVIDE THE CERTIFICATES WITHIN **TEN (10) WORKING DAYS** AFTER NOTIFICATION OF ACCEPTANCE OF SUBMITTER'S PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED AS NON-RESPONSIVE AND THE SUBMITTER MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

## **SECTION 10: PROPOSAL FORMAT**

Except for specialized charts, drawings, or figures, all pages will be 8.5 x 11-inches with 1-inch margins and a minimum of 12-point font. **Total proposal length shall not exceed 50 pages, including statement of qualifications, technical and cost proposals.**

Supporting material such as corporate brochures and equipment descriptions will not be counted in the 50 pages. The cover page of the proposal must include the title of the proposal and indicate that the proposal is in response to the "Request for Proposals to"

### **Design and Construction (Design/Build) Of the ST. CROIX CONVENIENCE CENTERS**

and shall include an individual's name and title representing the submitter as a point of contact (with addresses, phone and fax numbers, and email addresses), and the name, title, signature, and contact information of someone in the submitter's organization with the authority to bind the organization (See sample cover sheet in *Appendix I*).

The sealed envelope containing the proposals must have the following information written on the outside of the envelope:

**SEALED PROPOSALS-DO NOT OPEN**  
**(Name of Submitter's Authorized Official)**  
**(Company Name of Submitter)**  
**(Mailing Address of Submitter)**  
**(Telephone Number of Submitter)**  
**(Fax Number of Submitter)**

The Cost Proposal document (sealed) shall be similarly denoted.

Normal business hours for the VIWMA Division of Procurement and Property are **8:00 a.m. to 5:00 p.m. Atlantic Standard Time**, (no daylight savings time). *Please note that express or overnight services to the Territory have variable reliability.* Therefore, submitters shall be responsible for delivery of their proposals to the VIWMA Division of Procurement and Property before the date and time set for the closing of this RFP.

*To be considered for award, the bid package shall meet the following requirements. Failure to meet the requirements as outlined may disqualify the respondent.*

Main Envelope/Package (Labeled “Originals” or “Copy 1, 22”) Sub-Envelopes/Packages to include:

### **10.1 Sub-Envelope/Package 1**

#### **Cover Letter – Complete Enclosure Document A**

- The cover letter should be on the company’s official business letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all the commitments made in their submittal.
- The letter should acknowledge the receipt of all addenda.
- It shall state, if awarded the contract, that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any.
- It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner.
- It should also state that the bid package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.
- Confirmation that the firm has not engaged in any unethical practices within the past five (5) years.
- The Proposer must also disclose, and identify, any existing contractual work for the Territorial Government, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identify any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

#### **Executive Summary**

- A summary of the Respondent's qualifications.
- A brief statement of the Respondent's understanding of the scope of work to be performed.
- Ability to meet the overall requirements in the timeframes requested by VIWMA.
- A brief statement reflecting the Respondent’s understanding of the scope of work to be performed.

- Confirmation that the Respondent has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license.
- Confirmation that the Respondent has not had a record of substandard work within the past five (5) years.
- Confirmation that the Respondent has not engaged in any unethical practices within the past five (5) years.
- Confirmation that, if awarded a contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of all charges resulting from the contract.
- Confirmation that Respondent has adequate financial resources for performance or can obtain such resources as required during performance.
- Has a written agreement with any person or subcontractor listed in the proposed project staff or team.
- Provide a brief statement describing the adequacy of the Respondent's financial capacity to handle the requirements of this RFP.
- Any other information that the Respondent feels appropriate.

**Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.

**Debarment Certification Form** – Complete **Enclosure Document C**.

**Contractor's Qualifications Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, provide three (3) references for the most recent, relevant work comparable to the scope requested in this RFP and who would be willing to discuss your company's competency and performance must be provided. If you currently have more than three (3) references, a client listing with contact information should be provided as well. At a minimum, one of the three (3) references must be for the prime Contractor.

**Firm Background/Credentials** – Provide the resumes of the key staff that will perform the work and any other documentation that demonstrates their qualifications, including degrees, licenses, certifications, and years of relevant experience.

### **Proposal**

Provide a synopsis of your approach to managing the outlined scope of work, proposed schedule for staff and overall management style for achieving the Scope of Work. Proposal content shall include:

### **Summary**

- Provide a summary including a description of the respondent's mission, and an explanation of the types of services the respondent provides that relate to this RFP.

- Briefly describe any significant changes to the management and/or structure of the respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.
- The name, address, telephone, fax, and email of the respondent should be included. The Respondent shall provide its office locations, number of full-time employees, date of incorporation, and number of years providing Design-Build Services; noting years related to CDBG-DR, and other disaster recovery services.

### ***Experience and Qualifications***

- Provide a summary of the types of services the Respondent offers that relate to this RFP.
- Provide specific details on any previous experience with related disaster recovery services.
- Proposals must demonstrate that the respondent has each of the necessary minimum qualifications listed in this RFP and is able to carry out each of the specific Tasks and Deliverables identified in this RFP.
- Respondents should provide detailed information about the experience and qualifications of its staff who are considered key to the success of the project.
- Respondents should demonstrate that all proposed staff have the requisite necessary experience and knowledge to successfully implement and perform the tasks and services under this RFP.
- Provide at least three (3) examples of current or past experiences for the Respondent and for any partners or subcontractors. At a minimum, the past experiences must include the experiences related to the references provided on Enclosure Document D, including one of the three (3) experiences must be for the prime Contractor. Each experience should include the client's name, main point of contact, title, and a description of the services provided.
- If the respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of the subcontractor/partner's relevant staff and attach any contracts or agreements pertaining to the proposal.
- Any subcontractor included in the Proposal must have agreed in writing to being included in the Respondent's proposed project staff or team. Any such written agreement must be produced to VIWMA upon request. Any financial terms and personally identifying information (i.e., social security number) may be redacted from the production to VIWMA.

### ***Organizational Chart***

- Respondent shall submit an organizational chart detailing the identity of each staff member who shall perform the services required under this contract. Specifically identify people currently employed by the Respondent who will serve in key roles listed in the organizational chart.
- In addition, for any staffing functions for which specific roles have not been provided in this RFP, the respondent should submit a list, describe, and discuss.

- Address the need for specific roles to perform certain functions and provide an organizational chart that shows how and by whom these functions will be performed.

### ***Approach & Methodology***

- Describe the Respondent's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of VIWMA.
- Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined.
- Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to avoid waste, fraud, and abuse.
- Proposals should address a Respondent's anticipated approach and capability to coordinate with other providers performing services for the project.
- Proposals must demonstrate knowledge of local communities and community specific needs, including experience with concrete, masonry structures similar to the standard structures in the Territory.
- Describe the proposed mechanisms for delivering services.
- Describe the Respondent's strategy for ensuring collaborative, consistent and productive communication with VIWMA and other Project contractors.
- Describe the strategy for recruiting and hiring any subcontractors that are essential to the Project's success but have not yet been identified. Additionally, describe how the Proposer will work with and assist in managing the selected subcontractors.
- If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and VIWMA.
- Describe the strategy for preventing fraud and abuse, and for complying with state and federal guidelines.

### ***Timeline and Staffing Plan***

- The Respondent shall provide a timeline for the execution of services as detailed in the RFP.
- The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels from initial start- up and throughout the life of the Program.
- The Respondent's staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on- site availability.
- Staffing plan shall include a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- Clearly identify the number of staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be subcontracted to other partners.

### ***Management & Quality Assurance / Quality Control Plan***

- The Respondent shall provide detailed information on its management plan for the services and its quality assurance / quality control procedures associated with the scope of work.
- Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to PA and HMGP eligibility requirements, hiring and contracting requirements, federal and state labor standards, and M/WBE compliance.

### ***Conceptual Designs***

- Please provide a conceptual design for each site including but not limited to the proposed building design, traffic flow, separation of public vehicles and WMA Service Vehicles if applicable, proposed designs for ease of access for segregated disposal of various types of waste, site lighting, surveillance, landscaping, etc.; or any other designs as deemed necessary to provide accurate representation of the proposed Convenience Centers.

## **10.2 Sub-Envelope 2**

**Bid Sheet – Complete Enclosure Document F.** All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. This includes an hourly rate and other expected reimbursable costs regarding the contract. The Respondent may also provide a comprehensive write-up regarding project cost. This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable based on the criteria of this solicitation.

Each respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents may be subject to a best and final offer process should the responses preclude comparability. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

## **SECTION 11: COMPLETENESS OF PROPOSAL**

All proposals (and all copies) must be complete by the RFP submission deadline. Minor non-substantive corrections may be accepted, if in the opinion of the WMA they are warranted, after the submission deadline.

## **SECTION 12: CONSIDERATION OF PROPOSAL**

The VIWMA Executive Director shall represent and act for VIWMA in all matters pertaining to the scope of services and contract in conjunction therewith. **This RFP does not commit the VIWMA to the award of a Contract, nor pay any costs incurred in the preparation, submission of proposals or VIWMA requests for revisions of the proposal in anticipation of**

**a contract. VIWMA reserves the right to reject any or all proposals, and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of the VIWMA will be served by such action.** The WMA may require the submitter selected to participate in negotiations by providing price, technical, or other revisions of their proposals as may result from or be required by negotiations. Proposals failing to provide some of the items in Section 7 - Submittal Contents shall not be rejected per se but any deviations from the scope must be clearly noted. Submission to the WMA of any type of proposal in response to this RFP indicates acceptance of these terms.

### **SECTION 13: WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of WMA after having been notified that said proposal has been accepted by VIWMA. Submitters agree to hold their offer, including pricing, firm for at least **180 days** after the proposal submission deadline.

### **SECTION 14: CONTRACT TIME PERIOD**

This RFP is for the solicitation of proposals to design and build the St. Croix Solid Waste Convenience Centers – Mon Bijou, Concordia, and Cotton Valley, St. Croix, VI. The initial term of the contract will be **180 days for design and 365 days for construction.**

### **SECTION 15: PROPOSAL EVALUATION/SELECTION PROCESS**

VIWMA will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. Awards are made to the most responsive bidder that provides the proposal that is most advantageous to VIWMA, considering such factors as the Bidder's ability to perform the work the Bidders' past experience, time of delivery, etc. and not solely the lowest price.

VIWMA, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of VIWMA. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

VIWMA reserves the right to award contracts based on initial proposals received, without discussion; therefore, the Respondent's initial proposal should contain its best technical and price terms.

The Selection Committee will consist of VIWMA officials and others, as deemed appropriate by VIWMA, and will be responsible for the recommendation of the selection of the Contractor. The final approval of the selection of the Contractor and the fees to be paid shall be made by the WMA Governing Board.



## Proposal Selection Criteria

The following criteria will be used by the VIWMA's Selection Committee in evaluating proposals submitted in response to this RFP.

<u>Evaluation Factors</u>	<u>Total Points</u>
<b>Technical</b>	
Qualifications	10
Responsiveness, Project Approach & Resource Availability	25
Architectural and Engineering Conceptual Design	25
Previous Project Experience	15
Oral Interview	5
<b>Pricing</b>	
Pricing	20
<b>Total</b>	<b>100</b>

## SECTION 16: GLOSSARY

**Submitter:** Name of a developer, contractor, partnership, joint venture, manufacturer, corporation, individual or other entity which submits a proposal to the WMA.

**Contractor:** Name of a developer, contractor, partnership, joint venture, manufacturer, corporation, or other entity that is granted a contract as a result of this RFP.

**Facility:** Something (e.g., a building) that is built, installed, or established to serve a particular purpose.

**VIWMA:** Acronym for the Virgin Islands Waste Management Authority of the Virgin Islands

**Hazardous waste:** A waste may be considered hazardous if it is ignitable (i.e., burns readily), corrosive (e.g., high pH), or reactive (e.g., explosive) according to the US EPA definition. Waste may also be considered hazardous if it contains certain amounts of toxic chemicals. In addition to these characteristic wastes, EPA has also developed a list of over 500 specific hazardous wastes. Hazardous waste takes many physical forms and may be solid, semi-solid, or even liquid.

**Proposals:** Written submission in response to this RFP.

**RFP (Request-for-Proposals):** A solicitation of qualified submitters for written proposals to Design and Construction (Design/Build) of the St. Croix Convenience Centers (Mon Bijou, Cotton Valley, and Concordia) St. Croix, VI.

## **SECTION 17 : ENCLOSURES & APPENDICES**

**Enclosure Document A** : RFP Cover Letter

**Enclosure Document B** : Non-Collusion Affidavit

**Enclosure Document C** : Debarment Certification Form

**Enclosure Document D** : Respondent's Qualification Statement

**Enclosure Document E**: Base Bid Sheets (Mon Bijou, Concordia, Cotton Valley)

**Appendix I**: HUD Rider CFR 200

**Appendix II**: HUD Federal Cross Cutting Measures

**Appendix III**: Bin Site Surveillance Component Overview

**Appendix IV**: Proposed Project Site Layout

## ENCLOSURE DOCUMENT A

### VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY RFP COVER LETTER

#### RESPONDENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

#### RESPONDENT'S CONTACT PERSON

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### REQUEST FOR PROPOSAL INFORMATION

RFP Number: \_\_\_\_\_

RFP Project Name: \_\_\_\_\_

**SCHEDULE OF ADDENDA**(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

#### RESPONDENT'S AUTHORIZED REPRESENTATIVE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ENCLOSURE DOCUMENT B

### VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY Non-Collusion Affidavit

\_\_\_\_\_, being first duly sworn, deposes and says  
that (1) he/she is [owner, partner, officer, representative, or agent] of: \_\_\_\_\_  
\_\_\_\_\_, the bidder that has submitted the attached bid;

(2) He/She is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representative, ex-employee or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Virgin Islands Waste Management Authority or any person interested in the proposed contract, and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Name of Respondent, Name of Corporation, LLC, or Sole Proprietor)

Subscribed and sworn to before me on/in the Island/State of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ of legal age,  
\_\_\_\_\_ and personally known to me.

(Trade or Corporation)

(Seal)

\_\_\_\_\_  
Notary Public

**ENCLOSURE DOCUMENT C**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**DEBARMENT CERTIFICATION FORM**

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**Certification Regarding Debarment, Suspension and Ineligibility**

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(1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.

(2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIWMA may also exercise any other remedy available by law.

(3) Where the Respondent is unable to certify any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me on/in the Island/State of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of legal age, \_\_\_\_\_  
\_\_\_\_\_ and personally, known to me.  
(Trade or Corporation)

(SEAL)

\_\_\_\_\_  
Notary Public

**ENCLOSURE DOCUMENT D**  
**VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**  
**RESPONDENT QUALIFICATIONS STATEMENT**

Name of License Holder: \_\_\_\_\_  
Name of Company/DBA (if any): \_\_\_\_\_  
Legal Status (check one): ☐Corporation ☐LLC ☐Sole Proprietorship ☐Partnership  
Business Location (Office): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Website address (if any): \_\_\_\_\_

---

Do you have a current USVI Business License? ☐Yes ☐No  
Number of Years licensed to conduct business in the USVI: \_\_\_\_\_  
Type of License(s): \_\_\_\_\_  
Number of Design/Builds completed in the last 5 Years \_\_\_\_\_, Average value of these  
Contracts \$: \_\_\_\_\_  
Do you have a plan to use Subcontractors? ☐Yes ☐No If yes, company: \_\_\_\_\_

---

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

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

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

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

---

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

1) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
2) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
3) Client Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

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

1) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_  
2) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_  
3) Client Name: \_\_\_\_\_ Value: \_\_\_\_\_ % \_\_\_\_\_

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

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

# ENCLOSURE DOCUMENT E

## VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

### BASE BID SHEET

**The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other costs as may be required to perform the scopes of work, subject to all the conditions as set forth in the project scope of work.**

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

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

Position	# of Staff	Hourly Rate	Estimated Hours per Week	Estimated Timing	Estimated Total
<b>Section 1 – Hourly Rates</b>					
<b>Design</b>					
Project Manager					
Architect					
Structural Engineer					
Civil Engineer					
Mechanical Engineer					
Registered Surveyor					
Landscape Architect					
Cost Estimator					
Clerical/Administrative					
Other Anticipated Position(s):					
<b>Construction</b>					
Other Anticipated Position(s):					
SUBTOTAL - POSITIONS	N/A	N/A	N/A	N/A	
<b>Section 2 – Other Expenses</b>					
Travel, Housing, and Per Diem (weekly lump sum)					
Other Necessary Costs (itemize on separate sheet)					
SUBTOTAL – OTHER EXPENSES	N/A	N/A	N/A	N/A	

Section 3 – Mon Bijou Site					
<b>Construction</b>					
Mobilization					
<b>Site Work</b>					
Excavation					
Site Drainage					
Curb Walls					
Catch Basin					
Storm Culverts					
Rigid Pavement					
Flexible Pavement					
Suitable Fill					
Covered Bays (Bins)					
Recycling					
Compactor Bays					
Office Building					
8' Fencing with Razor Wire					
Automatic Cantilever Sliding Gates					
Other anticipated need(s)					
Other anticipated need(s)					
<b>Electrical</b>					
Site Lighting					
Transformer					
Continuous Run Generator					
Disconnect Switch per Compactor					
<b>Plumbing</b>					
Fire Suppression System					
Emergency Eye Wash & Shower System					
Anticipated need(s)					
Anticipated need(s)					
<b>Other Costs</b>					
Landscaping					
IT/Surveillance System					
Signage					
Special Waste Storage Area					
Other anticipated need(s)					
SUBTOTAL – Mon Bijou	N/A	N/A	N/A	N/A	



Section 4- Concordia Site					
<b>Construction</b>					
Mobilization					
<b>Site Work</b>					
Excavation					
Site Drainage					
Curb Walls					
Catch Basin					
Storm Culverts					
Rigid Pavement					
Flexible Pavement					
Suitable Fill					
Covered Bays (Bins)					
Recycling					
Compactor Bays					
Office Building					
8' Fencing with Razor Wire					
Automatic Cantilever Sliding Gates					
Other anticipated need(s)					
Other anticipated need(s)					
<b>Electrical</b>					
Site Lighting					
Transformer					
Continuous Run Generator					
Disconnect Switch per Compactor					
<b>Plumbing</b>					
Fire Suppression System					
Emergency Eye Wash & Shower System					
Anticipated need(s)					
Anticipated need(s)					
<b>Other Costs</b>					
Landscaping					
IT/Surveillance System					
Signage					
Special Waste Storage Area					
Other anticipated need(s)					
SUBTOTAL – Concordia	N/A	N/A	N/A	N/A	

Section 5 – Cotton Valley					
<b>Construction</b>					
Mobilization					
<b>Site Work</b>					
Excavation					
Site Drainage					
Curb Walls					
Catch Basin					
Storm Culverts					
Rigid Pavement					
Flexible Pavement					
Suitable Fill					
Covered Bays (Bins)					
Recycling					
Compactor Bays					
Office Building					
8' Fencing with Razor Wire					
Automatic Cantilever Sliding Gates					
Other anticipated need(s)					
Other anticipated need(s)					
<b>Electrical</b>					
Site Lighting					
Transformer					
Continuous Run Generator					
Disconnect Switch per Compactor					
<b>Plumbing</b>					
Fire Suppression System					
Emergency Eye Wash & Shower System					
Anticipated need(s)					
Anticipated need(s)					
<b>Other Costs</b>					
Landscaping					
IT/Surveillance System					
Signage					
Special Waste Storage Area					
Other anticipated need(s)					
SUBTOTAL – Mon Bijou	N/A	N/A	N/A	N/A	
<b>FINAL TOTAL</b>	N/A	N/A	N/A	N/A	

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## **APPENDIX 1**

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

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, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

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

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

#### **2. STATUTORY AND REGULATORY COMPLIANCE**

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

#### **3. BREACH OF CONTRACT TERMS**

VIHFA 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.

#### **4. REPORTING REQUIREMENTS**

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

#### **5. ACCESS TO RECORDS**

The 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.

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. 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;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 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.

9. 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).

10. 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.

11. 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 subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

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.

13. 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.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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.

15. CONFLICTS OF INTEREST

The Contractor/Subcontractor shall notify VIHFA 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 VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIHFA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

## 16. SUBCONTRACTING

When subcontracting, 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:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) 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
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to VIHFA 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.

## 17. 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 VIHFA.

## 18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA 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.

## 19. COPELAND “ANTI-KICKBACK” ACT

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

“Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

21. 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.

22. TERMINATION FOR CAUSE

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



23. TERMINATION FOR CONVENIENCE

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

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

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 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.

25. EXECUTIVE ORDER 11246

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 non-discrimination 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 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.

## 26. CERTIFICATION OF NONSEGREGATED FACILITIES

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).

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

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.

28. LOBBYING

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, 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.

29. BONDING REQUIREMENTS

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

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of 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.
- (3) *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.

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

- 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 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).

31. 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.

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

33. PROCUREMENT

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

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, 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.

### 35. ENVIRONMENTAL REVIEW

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

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

### 36. LEAD BASED PAINT

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

### 37. 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.

### 38. FLOOD INSURANCE REQUIREMENTS

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

### 39. DUPLICATION OF BENEFITS

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

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



40. ANTI-FRAUD, WASTE AND ABUSE CHECKS

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

41. AFFIRMATIVELY FURTHERING FAIR HOUSING

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

42. DRUG FREE WORKPLACE

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

43. TIMELY DISTRIBUTION OF FUNDS

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

44. PROPERTY MANAGEMENT AND DISTRIBUTION

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

45. LIMITED ENGLISH PROFICIENCY

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

46. PERSONALLY IDENTIFIABLE INFORMATION

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

47. UNIFORM RELOCATION ACT

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

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

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

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general

local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

#### 49. COMPLAINTS AND APPEALS

Citizen comments on VIHFA'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).

#### 50. MONITORING

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

#### 51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a 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.

## **APPENDIX 2: Crosscutting Requirements**

### **1.0 Crosscutting Requirements**

#### **1.1 Fair Housing**

The Fair Housing Act requires all grantees, subrecipients, and/or developers funded in whole or in part with HUD financial assistance to certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability or marital status. The Program complies with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act (HCDA) and the Fair Housing Law.

Projects must also assess how planning decisions may affect members of protected classes, racially and ethnically concentrated areas, as well as concentrated areas of poverty; will promote the availability of affordable housing in low-poverty, non-minority areas where appropriate; and will respond to natural hazard-related impacts. Program staff will use demographic, geographic, and social vulnerability analyses to determine any positive or negative impacts to protected classes. Should a project present negative impacts, project scope or design will be re-assessed to mitigate such impacts.

#### **1.2 Environmental Review**

Early environmental coordination must be completed to ensure effective implementation of all CDBG-DR Programs. CDBG-DR funding is contingent upon compliance with both Territorial and federal environmental regulations. This includes compliance with NEPA and related environmental and historic preservation legislation and executive orders. In general, VIHFA serves as the lead agency for purposes of NEPA.

HUD's Environmental Review process allows grantees to serve as the "Responsible Entity" to assume environmental review responsibilities under NEPA. As the grantee, VIHFA serves as the Responsible Entity as it relates to environmental review responsibilities under NEPA. Within VIHFA, Environmental Review Staff will be responsible for performing environmental reviews and compiling the Environmental Review Records (ERR). Reviews are conducted either directly or using qualified environmental service contractors. VIHFA's Executive Director, as the Certifying Officer, is ultimately responsible with certifying that VIHFA's environmental reviews are in compliance with NEPA and HUD environmental regulations.

Federal Register Notice FR-6109-N-01 authorizes recipients of CDBG-DR funds under the Appropriations Act to adopt any environmental review, approval, or permit performed by a Federal agency for the same project to satisfy responsibilities with respect to environmental review, approval, or permit. VIHFA will notify HUD in writing of its decision to adopt another agency's environmental review. VIHFA will also retain a copy of the review in its environmental records. Further information concerning the environmental review process is set forth in the Environmental Policies and Procedures.

### **1.3 Labor Standards**

The Davis-Bacon and Related Acts (DBRA) applies to all federally-funded or assisted construction contracts in excess of \$2,000. This may apply to projects that are fully or partially funded with CDBG-DR, including FEMA or FHWA match programs. In matched projects, only the scope of the CDBG-DR portion of the project are subject to crosscutting requirements DBRA requires all workers employed by contractors or subcontractors on CDBG-DR programs, 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 DBRA, as amended. DBRA also requires that workers on federally-assisted projects are paid not less than weekly.

Wage information for labor under CDBG-DR programs will be tracked in detail by both VIHFA and relevant Implementing Partners and subrecipients throughout the life of the Program. Compliance for this requirement may be tracked in the following ways:

1. Additional VIHFA Program staff hired to track wages and verify contractor and agency compliance
2. External contractor hired by VIHFA to track DBRA compliance
3. Enhanced TA provided to Implementing Partners to track DBRA compliance

Procedures for this process are currently under development and will be incorporated in a future update to this document.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular pay for all hours worked over 40 in a work week. Additionally, VIHFA must follow the reporting requirements per HUD and U.S. Department of Labor (DOL) regulations. This requirement also extends to VIHFA subrecipients, Implementing Partners, and contractors.

The Fair Labor Standards Act of 1938 (FLSA), as amended, establishes the basic minimum wage levels for all work and requires the payment of overtime at the rate of at least one and one-half times the basic hourly rate of pay for hours worked in excess of 40 per week. These labor standards are applicable to the entire construction contract whether or not CDBG-DR funds finance only a portion of the project.

### **1.4 Limited English Proficiency**

Federal Executive Order 131661 requires VIHFA and all satellite offices, programs, subrecipients, contractors, subcontractors, and/or developers funded 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.

Compliance with this requirement is detailed in VIHFA's Language Action Plan (LAP) and will be coordinated and tracked by the Monitoring and Compliance division at VIHFA. Depending on the program, VIHFA, Implementing Partners, sub-recipients, and subcontractors will share the following expectations to comply with this Executive Order:

1. Document Translation: All documents defined as “vital documents” will be translated into Spanish by VIHFA, Implementing Partners, and sub-recipients. Vital documents will be made available in French/French Creole or other languages upon request. A “vital document” is defined as a document that includes information regarding eligibility requirements, applications and instructions, program eligibility determinations, and appeals procedures. VIHFA may provide assistance to ensure this requirement is met.
2. Where required, seek feedback from the community the project serves (advocacy groups serve vital role).

Language maps provided in the Language Action Plan will be used to determine the project’s location and subsequent language context and if proactive LEP outreach will be required. These maps will be included as part of the Project Assessment Form used by HFA to review the eligibility, priority level, and impacts of a potential project.

### **1.5 Minority and/or Women-Owned Business Enterprises**

The Federal Executive Order 12432 guidelines require selected federal agencies to promote and increase the utilization of Minority-Owned and Women-Owned Business Enterprises (M/WBEs). Following procurement guidelines under 2 CFR 200.321, VIHFA must make efforts to ensure that all subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with HUD CDBG-DR financial assistance encourage participation in contracts and other economic opportunities by small and minority firms, women-owned business enterprises (WBEs), and labor surplus area firms whenever possible. VIHFA will accept a MWBE certification from another state, local or regional, DPW, SBA HUB Zone, SBA 8-A certification (economically disadvantaged and 51% locally-owned), and other eligible certification processes. Documentation and goals regarding M/WBE percentages and reporting will be determined in the contracting agreements.

### **1.6 Section 3 Economic Opportunities**

Section 3 is triggered when the award of CDBG-DR funds for new construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Section 3 of the Housing and Urban Development Act of 1968 is to “ensure that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed to low and very low income individuals, especially recipients of government assistance for housing and to businesses which provide economic opportunities to low and very low income individuals.”

The Section 3 program requires that recipients of HUD CDBG-DR funds, to the greatest extent feasible, provide (a) employment and training, and (b) contracting opportunities for low- or very-low income residents in connection with construction projects in their neighborhoods.

It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. VIHFA and all administering entities will follow and require relevant contractors to follow Section 3 requirements in contracting.

Section 3 applies to the U.S. Virgin Islands, as recipient of HUD funding, as well as to

subrecipients or Implementing Partners/Sub-recipients receiving HUD funding exceeding \$200,000. Whenever any portion of HUD funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 apply.

In conjunction with construction activity, Section 3 applies to projects that are fully or partially funded with CDBG-DR assistance, including projects that are financed in conjunction with territory, local, or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- In conjunction with construction activities, Section 3 applies to contractors or subcontractors that receive contracts more than \$100,000 for Section 3-covered projects/activities. Once it is determined that Section 3 applies to a project, the requirements apply to all contracts for construction work arising in connection with that project exceeding \$100,000, including those not funded with CDBG-DR assistance. Contractors or subcontractors are required to comply with the Section 3 regulations in the same manner as the Territory; and
- “Section 3-covered contract” includes professional service contracts, provided that the work to be performed is generated by the expenditure of funds in furtherance of Section 3 covered work (e.g., housing construction, housing rehabilitation, and other public construction), arising relating to construction projects. Professional service contracts that may constitute Section 3-covered contracts include construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and draw inspections, and prevailing wage labor compliance.

The regulations pertain to new hires required to complete Section 3-covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, Section 3 reporting will still be required.

When VIHFA awards CDBG-DR funds to other governmental departments, nonprofit organizations, subrecipients or other funded entities, VIHFA will require they document how reasonable attempts were made to reach numerical goals set forth at 24 CFR Part 135.30. VIHFA will inform its Implementing Partners and other funded entities of the requirements of Section 3, including the language required to be inserted into all construction-related contracts, assist them and their contractors with achieving compliance, and monitor their performance with respect to the Section 3 objectives and requirements.

Implementing Partners/Sub-recipients will receive training on this requirement and methods of compliance, technical assistance from Program staff, and continual monitoring from VIHFA. Currently, a Section 3 Plan is under development, the details of which will be included in an update to this manual.

## **1.7 System for Award Management (SAMs)**

SAM is the federal System for Award Management and is a requirement for doing business with the U.S. government. All vendors are required to register in SAM in order to be awarded

contracts under the CDBG-DR program. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration annually to maintain an active status.

## **1.8 Uniform Relocation and Real Property Acquisition Act (49 CFR 24)**

The Uniform Relocation Assistance and Real Property Acquisition Act (URA), is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. The phrase "program or project" is defined in 49 CFR Part 24 as, "any activity or series of activities undertaken by a federal agency or with federal financial assistance received or anticipated in any phase of an undertaking in accordance with the federal funding agency guidelines."

The objectives of the URA are:

- To provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects;
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement;
- To ensure that no individual or family is displaced unless decent, safe, and sanitary (DSS) housing is available within the displaced person's financial means;
- To help improve the housing conditions of displaced persons living in substandard housing; and,
- To encourage and expedite acquisition by agreement and without coercion.

49 CFR 24.101(c)(1) provides that the subpart B requirements also apply to the acquisition of permanent and/or temporary easements necessary for the project. However, 49 CFR 24.101(c)(2) provides an exception for the acquisition of temporary easements which exclusively benefit the property owner.





## Appendix III

# Bin Site Surveillance Component Overview

### **Smartnet**

3082 Kronprindsens Gade Ste 200

St Thomas USVI 00802

340-715-4819 [service@smartnet.vi](mailto:service@smartnet.vi)

# Surveillance Cameras

Manufacturer: Indigo Vision

Model : BX Series



1. EnterpriseGrade
2. NDAA Compliant
3. Outdoor Rated
4. ONVIF STANdard
5. Infrared
6. IP Based

## Key Features & Benefits



### MOTION DETECTION

Operators get alerted immediately when motion is detected thanks to our built-in analytics.



### ONVIF® COMPLIANT

Built on an open platform to allow integration with other security solutions, so you can expand your existing security system.



### H.265 WITH SMARTCODEC TECHNOLOGY

Reduce costs by maximizing bandwidth utilization and storage consumption without compromising image quality.



### EXPANDABLE STORAGE

Use our slot for either SD or MicroSD memory card and get video recordings even during network interruptions.



### IP AND IK RATED

Trust the robustness and reliability of your system with IP66/7 weather rating and IK10 impact rating for vandal resistance.



### 5 YEAR WARRANTY

Gain peace of mind with products backed by a 5-year, industry-leading warranty.



### LOW LIGHT TECHNOLOGY

Deliver safety and capture unexceptionably detailed footage even in low-light settings.



### DUAL EXPOSURE WIDE DYNAMIC RANGE

Capture details in scenes with both very bright and dark areas, so you can detect suspicious activity in all lighting conditions.



### ADAPTIVE INFRARED (IR)

Automatically adjusts IR beam width and exposure settings based on scene conditions to help maximize image quality.



### AUDIO CAPABILITIES

Available ports for external audio including sirens, microphones and/or loudspeakers for audio talk-down situations.



### RELAY I/O CONNECTIONS FOR FAST RESPONSE

Configure input actions (such as alarms) that trigger an external relay to perform an action (e.g., turn lights on).



### NDAA COMPLIANT

Approach US government with confidence, knowing our cameras comply with the National Defense Authorization Act.

## License Plate Recognition Cameras

Manufacturer: GeoVision

Model : GV-LPR2811-DL



1. Enterprise Grade
2. Built-In Deep Learning LPR
3. ONVIF Standard
4. Infrared
5. IP Based

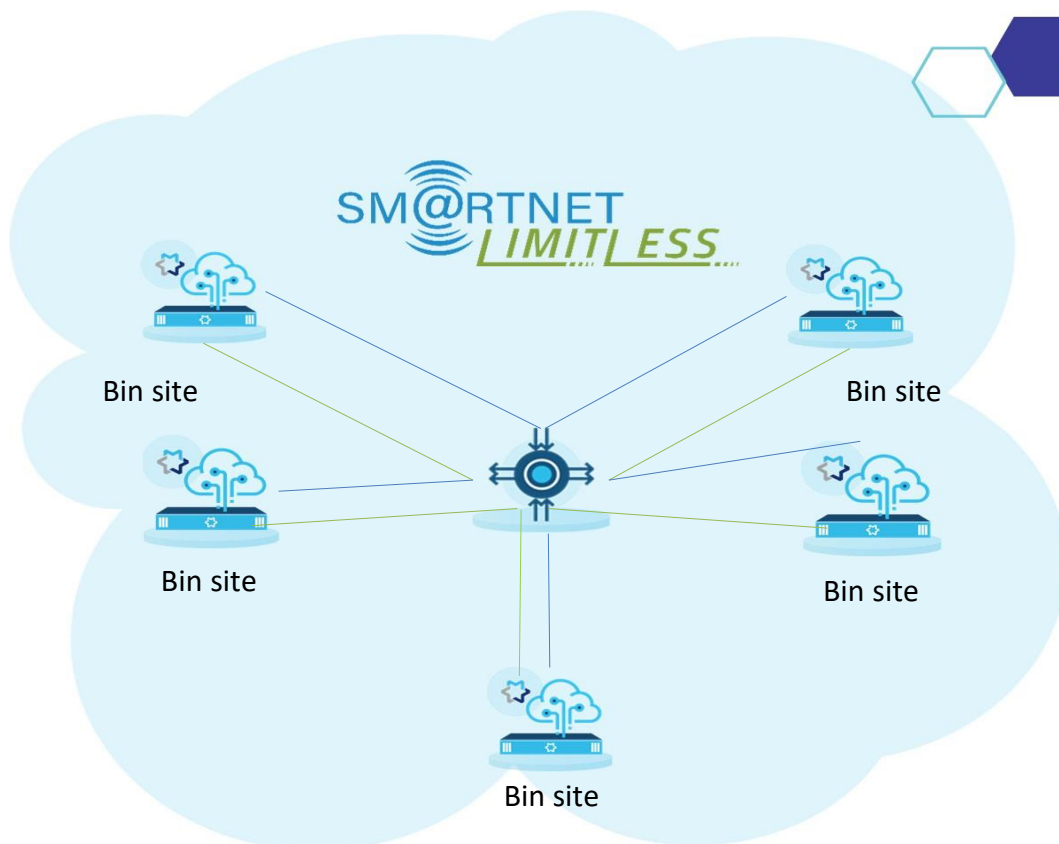
- Built-in deep learning LPR processor for license plate recognition
- Double-lane recognition
- 1/2.8" progressive scan super low lux CMOS
- Min. illumination at 0.04 lux
- Triple streams from H.265, H.264 and MJPEG
- Up to 60 fps at 1920 × 1080
- Motorized varifocal lens for remote focus / zoom adjustment
- Intelligent IR
- IR distance up to 22 m (70 ft)
- Day and Night function (with removable IR-cut filter)
- Wide Dynamic Range Pro (WDR Pro)
- DC 12V / PoE (IEEE 802.3af)
- Ingress protection (IP67)
- Vandal resistance (IK10 for metal casing)

- Standalone Database
- Built-In MicroSDCard Slot (SD/SDHC/SDXC/UHSI, Class 10) for local storage
- Digital I/O (2 in/ 2 out)
- Built-In Heater & Fan
- Recognize vehicles with speeds up to 100 km/h (62mph)
- Two-Way Radio
- Recognized Plate Numbers Export
- Defog
- Motion Detection
- Text Overlay
- IP Address Filtering
- Supports Iphone, iPad, Android, & 3GPP
- 31 Languages on Web Interface
- CE, FCC, LVD, RoHS Compliant

# Transport

## SmartnetSDWAN

1. Secure Encrypted Transport
2. Multi-Link Design
3. Sub-Second Failover
4. Full Mesh Backbone
5. Site Stats & Monitoring
6. One Portal to Manage all Sites
7. Netflowstats & Information
8. Easily Scalable



## Recording & Management Software



fusus

1. Secure, Anywhere Access
2. Cloud Based Platform
3. Storage Vault for Archiving Clips
4. Centralized & distributed recording
5. Easily Scalable
6. User Account Control
7. Supported by SDWAN
8. Command Station can be anywhere
9. Camera Agnostic

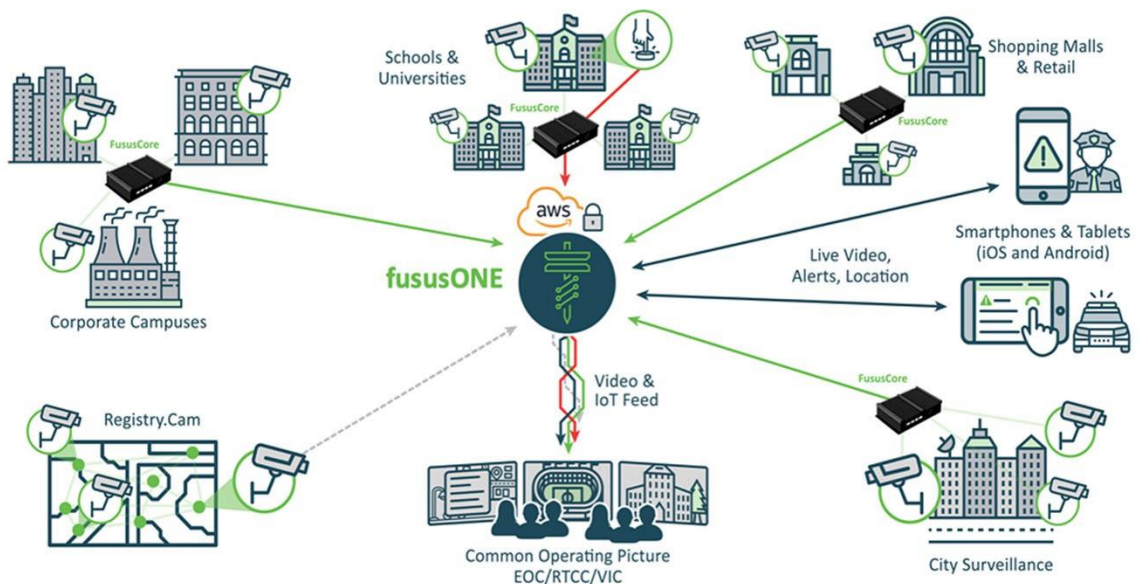




Figure 2. Proposed Project Location, Mon Bijou, St. Croix  
[Source: Government of the U.S. Virgin Islands, Geospatial Information Systems Division]



Figure 3. Proposed Project Site Layout, Mon Bijou, St. Croix





Figure 4. Proposed Project Site in Relation to Airports, St. Croix  
[Source: NOAA, Office of Coast Survey]

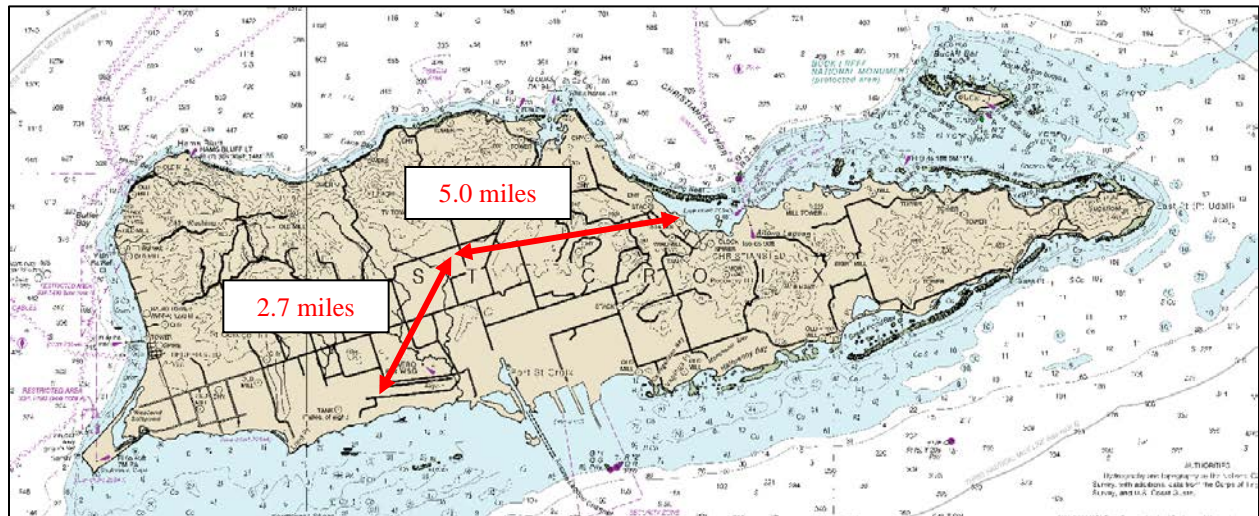
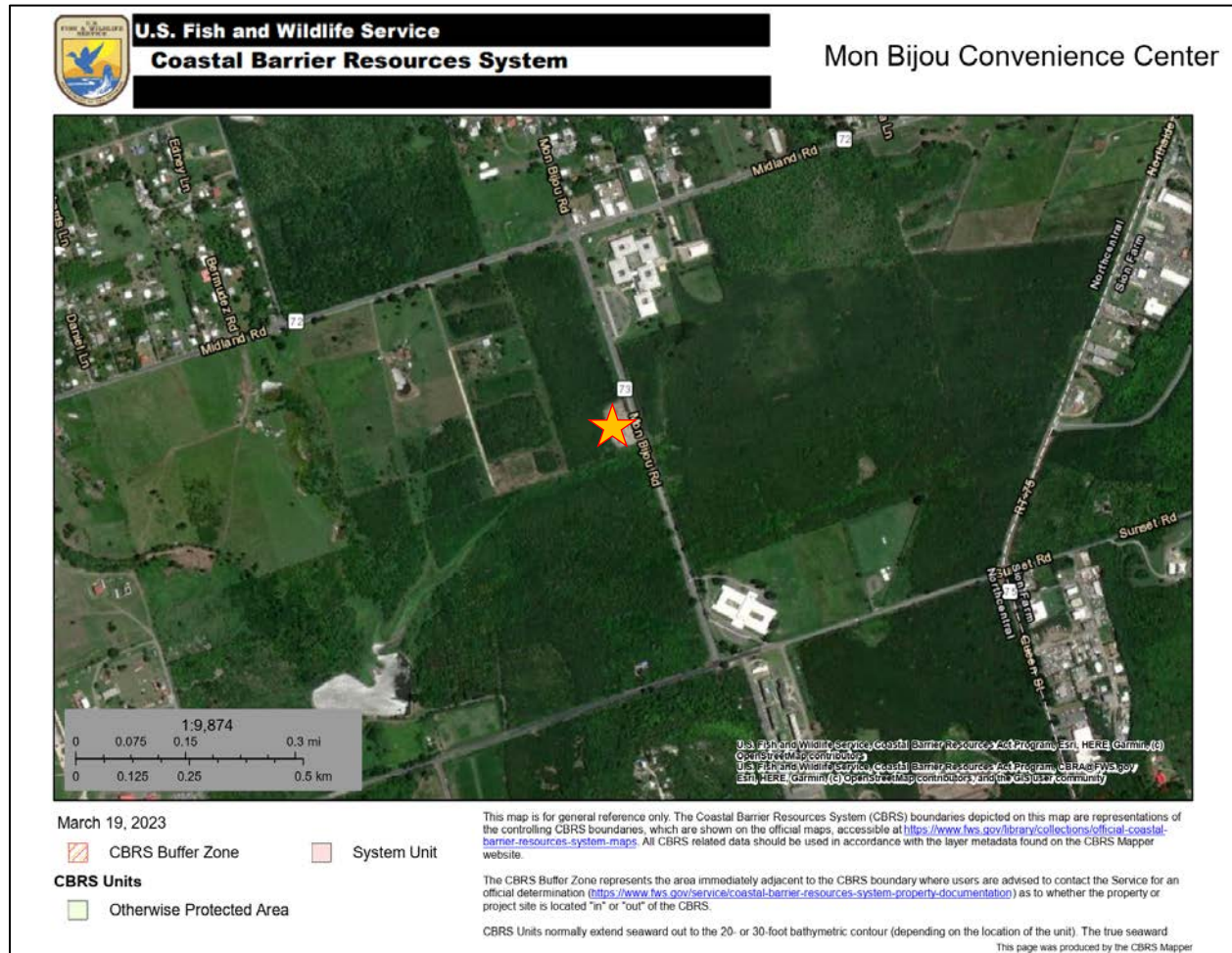




Figure 6. Coastal Barriers in Relation to the Mon Bijou Convenience Site, St. Croix



Note: The orange star indicates the location of the proposed project site.

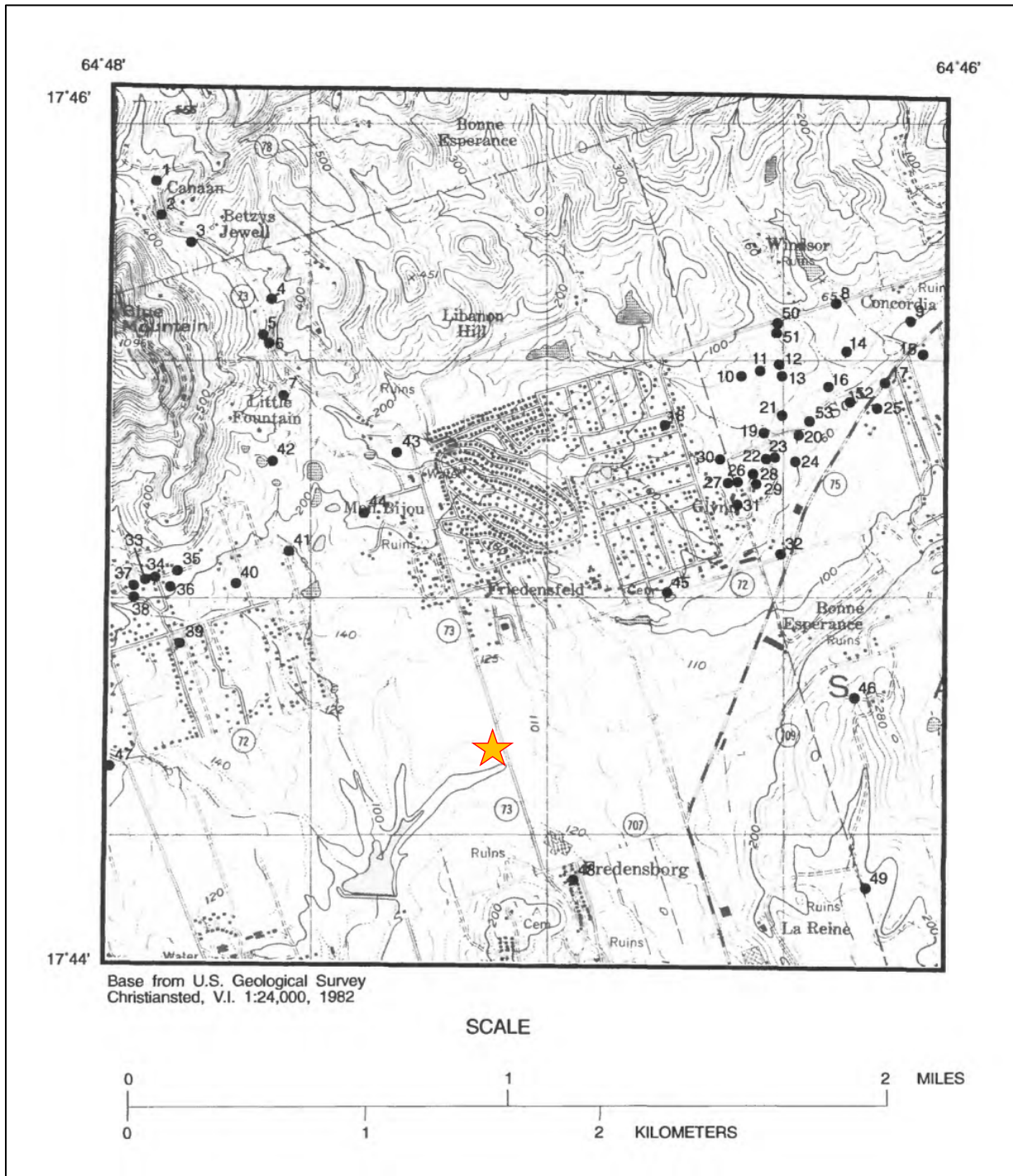
Figure 7. National Flood Insurance Program Flood Insurance Rate Map, Panel 69 of 94,  
April 16, 2007



Note: The orange star indicates the location of the proposed project site.



Figure 15. Water Wells on St. Croix, U.S. Virgin Islands  
[Source: U.S. Geological Survey, 1994]



Note: The orange star indicates the location of the proposed project site.

Appendix B. Site Visit, Proposed Mon Bijou Convenience Center Site, St. Croix,  
January 31, 2023



The proposed project site is currently used as a solid waste disposal site for residents and businesses in central St. Croix. This is the only solid waste disposal site in the area. The proposed Mon Bijou Convenience Center would cleanup, upgrade, and vastly improve the existing site.





The existing Mon Bijou solid waste disposal site is heavily contaminated, particularly around the boundaries of the existing waste site and tire pile. Signs of illegal dumping and improper disposal of waste were also observed. The proposed Mon Bijou Convenience Center will be gated with surveillance cameras, manned, and have specific hours of operation which would reduce illegal dumping.





Unhoused individuals sort through the trash at the existing site during the day and have set up shaded areas near the existing dumpsters. It would also appear that at least two unhoused individuals currently live in the vegetation around the existing dumpsters.



Additional photos of the proposed project site and existing conditions. The proposed Mon Bijou Convenience Center would be a vast improvement to what currently exists.



Figure 2. Proposed Project Location, Concordia, St. Croix  
 [Source: Government of the U.S. Virgin Islands, Geospatial Information Systems Division]







Figure 4. Proposed Project Site in Relation to Airports, St. Croix  
[Source: NOAA, Office of Coast Survey]

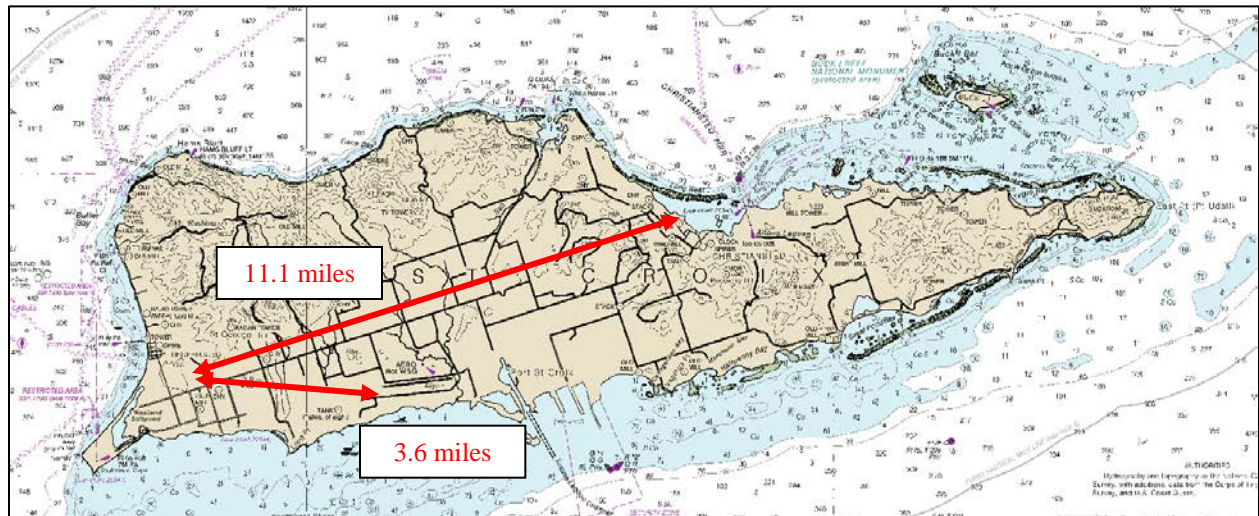
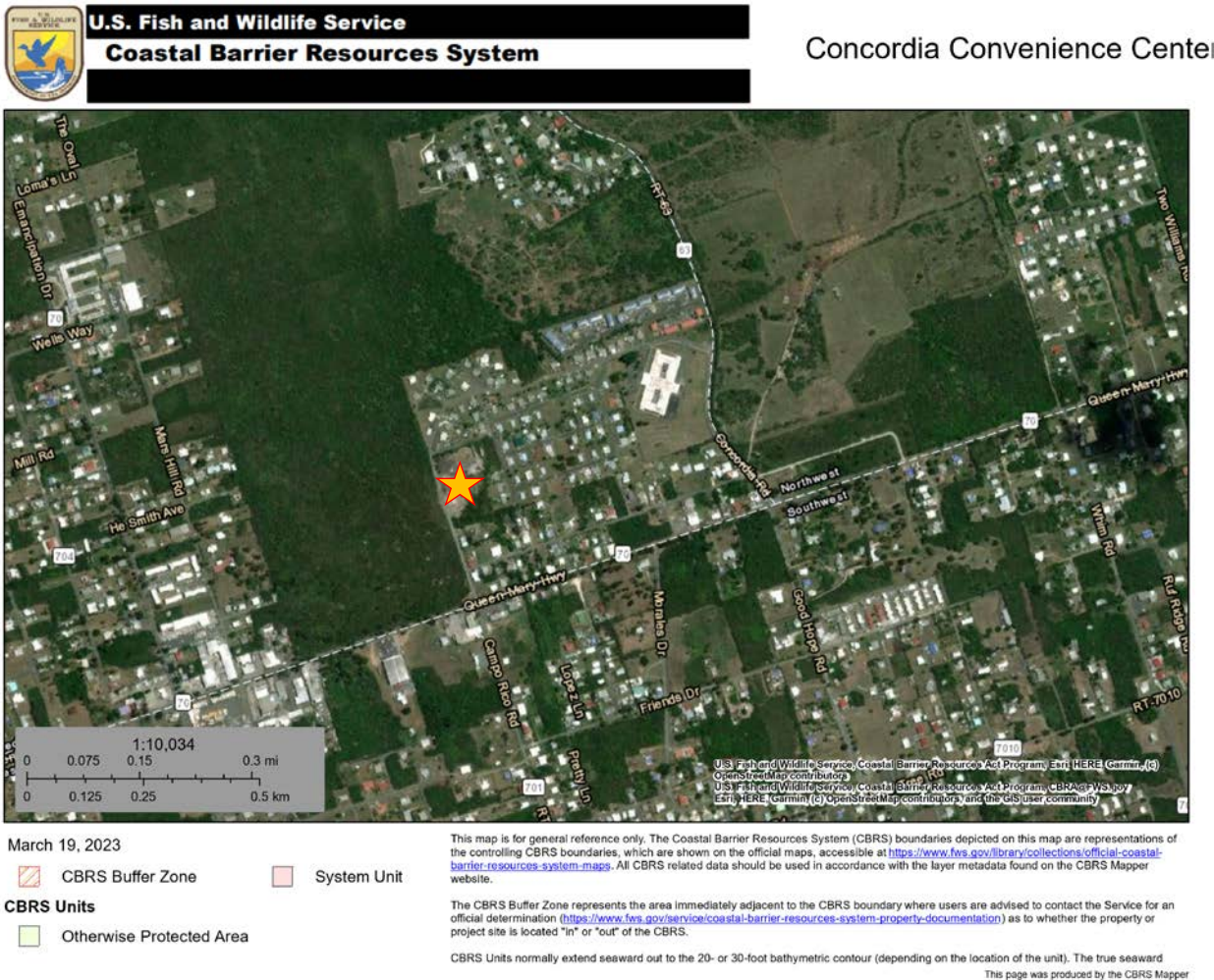


Figure 6. Coastal Barriers in Relation to the Concordia Convenience Site, St. Croix



Note: The orange star indicates the location of the proposed project site.

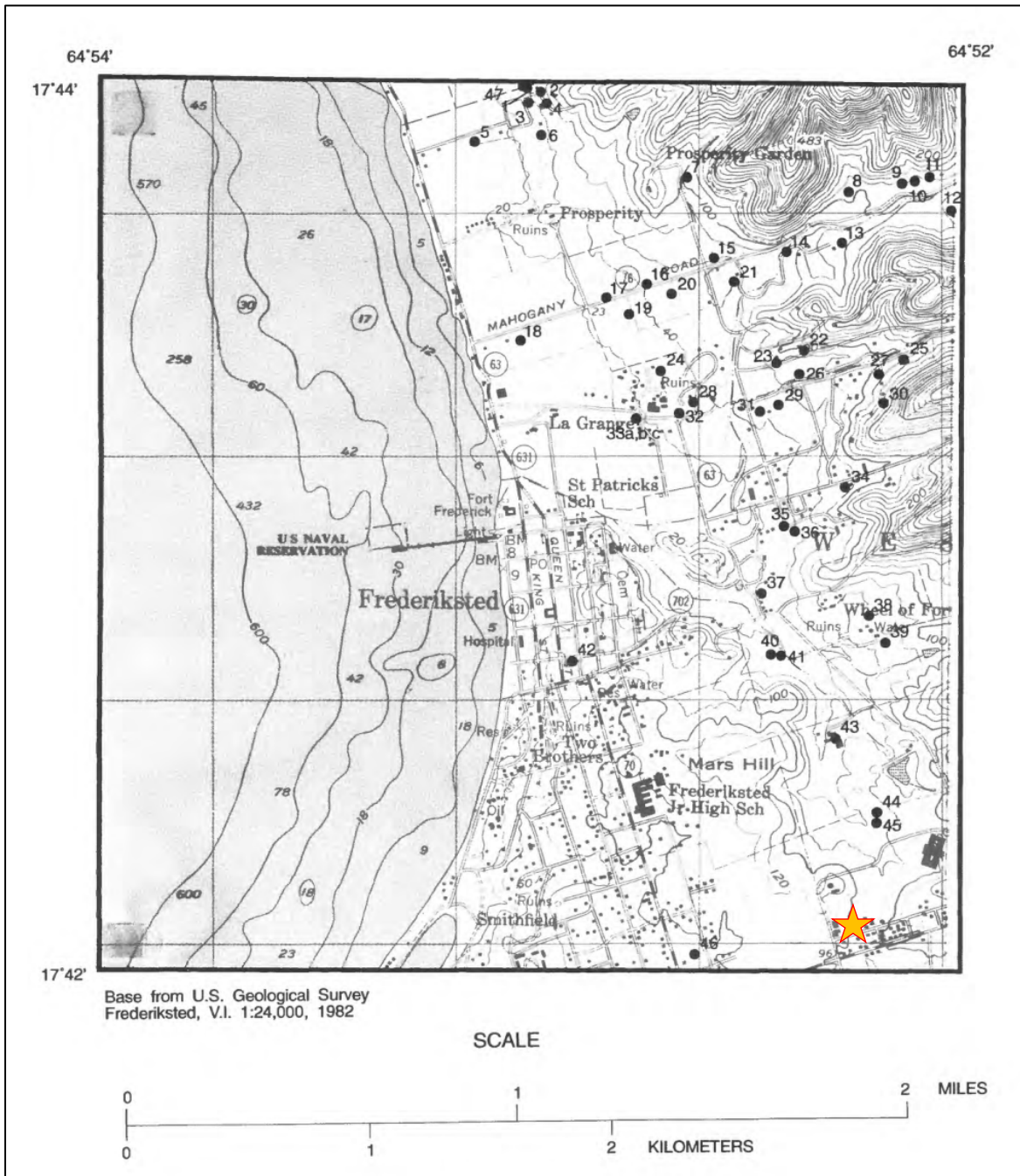
Figure 7. National Flood Insurance Program Flood Insurance Rate Map, Panel 88 of 94,  
April 16, 2007



Note: The orange star indicates the location of the proposed project site.



Figure 15. Water Wells on St. Croix, U.S. Virgin Islands  
[Source: U.S. Geological Survey, 1994]



Note: The orange star indicates the location of the proposed project site.



Appendix B. Site Visit, Proposed Concordia Convenience Center Site, St. Croix,  
January 31, 2023



The proposed project site is currently used as a solid waste disposal site for residents and businesses on the west end of St. Croix. This is the only solid waste disposal site in the area. The proposed Concordia Convenience Center would cleanup, upgrade, and vastly improve the existing site.





The existing Concordia solid waste disposal site is heavily contaminated, particularly around the existing dumpsters and tire pile. Signs of illegal dumping and improper disposal of waste were also observed. The proposed convenience center will be gated with surveillance cameras, manned, and have specific hours of operation which would reduce illegal dumping.





The single-family residence on Parcel 268 Concordia behind – i.e., to the east, and downgradient of the existing solid waste disposal site. A berm has been constructed to delineate the existing site from the residents, however the berm was created from compacted waste, include items that could have created a recognized environmental condition, and, according to one homeowner, flood her property during periods of heavy rains.





Additional photos of the proposed project site and existing conditions. The proposed Concordia Convenience Center would be a vast improvement to what currently exists.



Figure 2. Proposed Project Location, Cotton Valley, St. Croix  
 [Source: Government of the U.S. Virgin Islands, Geospatial Information Systems Division]



Figure 3. Proposed Project Site Layout, Cotton Valley, St. Croix





Figure 4. Proposed Project Site in Relation to Airports, St. Croix  
[Source: NOAA, Office of Coast Survey]

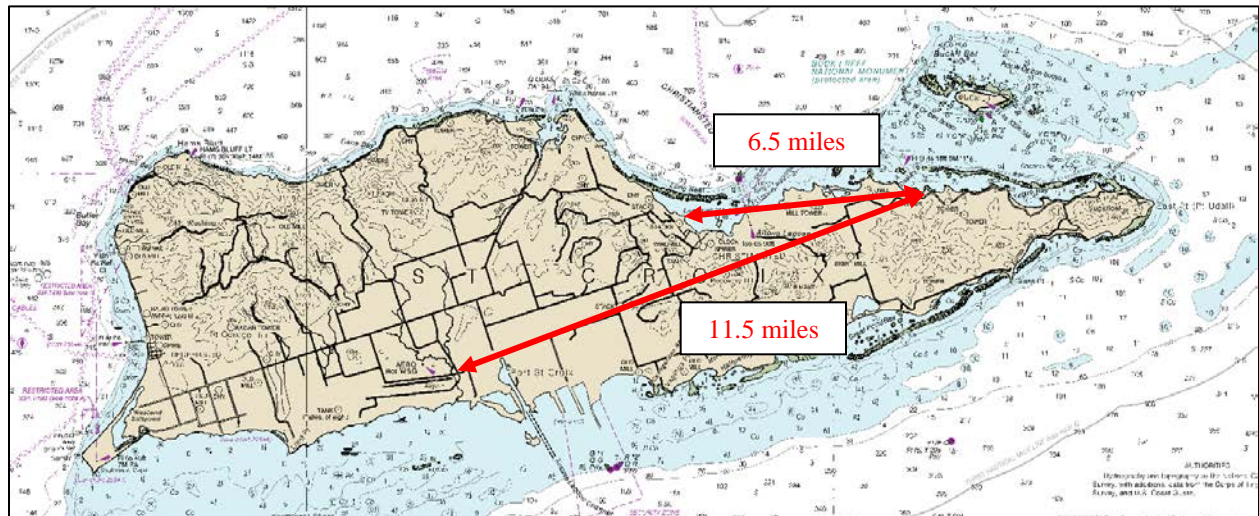


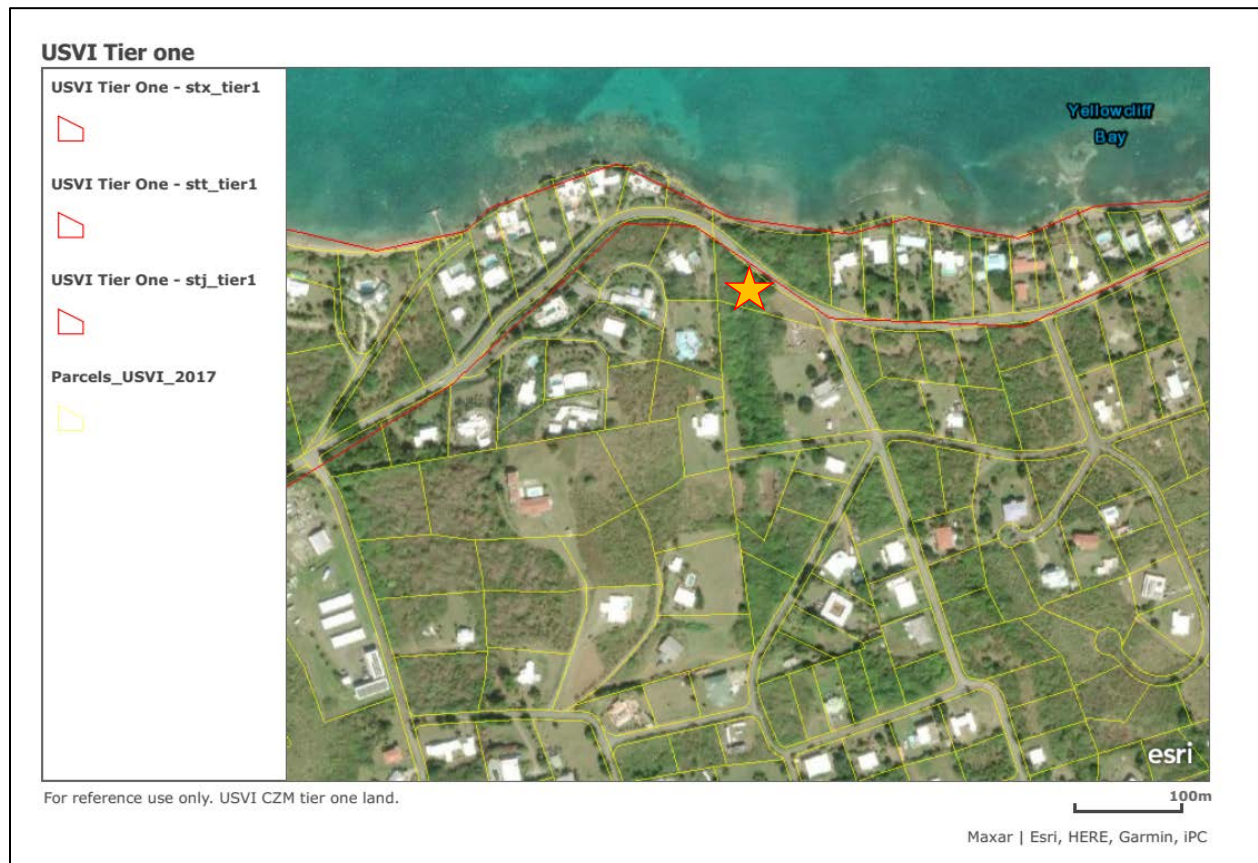
Figure 7. National Flood Insurance Program Flood Insurance Rate Map, Panel 74 of 94,  
April 16, 2007



Note: The orange star indicates the location of the proposed project site.

Figure 10. U.S. Virgin Islands Department of Planning and Natural Resources (DPNR) Coastal Zone Management Agency (CZM) Tier 1 Map

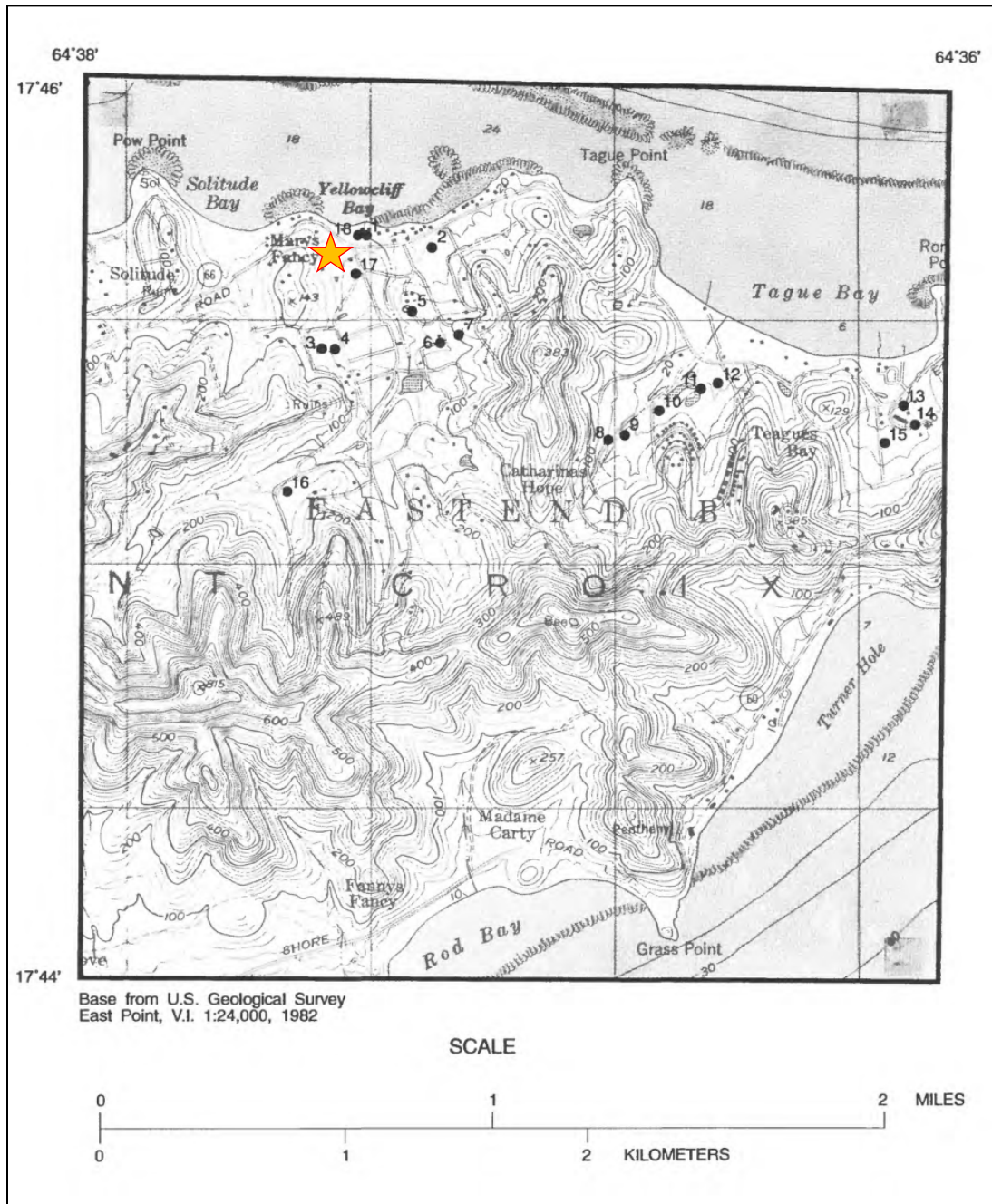
[Source: <https://dpnr.vi.gov/coastal-zone-management/what-we-do/coastal-zone-permitting/>]



Note: The orange star indicates the location of the proposed project site.



Figure 15. Water Wells on St. Croix, U.S. Virgin Islands  
[Source: U.S. Geological Survey, 1994]



Note: The orange star indicates the location of the proposed project site.



Appendix B. Site Visit, Proposed Cotton Valley Convenience Center Site, St. Croix,  
January 30, 2023



The proposed project site is currently used as a solid waste disposal site for residents and businesses on the east end of St. Croix. The proposed Cotton Valley Convenience Center would upgrade the only solid waste disposal site in the area.



Illegal dumping at the existing Cotton Valley solid waste disposal site. The proposed convenience center will be gated with surveillance cameras, manned, and have specific hours of operation which would reduce illegal dumping.





Stained and discolored soils were noted around the existing solid waste dumpsters on the proposed project site. Ground caliche (right) was also observed which could indicate a previous hydrocarbon release. This is not a significant release, however these soils should be collected and disposed of properly when the site is developed.



The proposed project site is along East End Road, the main thoroughfare in northeastern St. Croix (left). The residence adjacent to the existing solid waste disposal facility and proposed project site (center). Windblown trash and an illegally dumped tire (right) along the northern boundary of the proposed project site. The design of proposed convenience center will reduce both windblown refuse and illegal dumping.





The drainageway behind the existing solid waste disposal site. The drainageway channels stormwater from upland (south) to the sea (north) along the western side of the property. The drainageway transects the proposed project site, continues under East End Road through a newly constructed concrete box culvert, and terminates in Yellowcliff Bay. This portion of the site is vegetated and undeveloped, and, per the proposed project site layout, will remain so.





Additional photos of the proposed project site and existing conditions. The proposed Cotton Valley Convenience Center would be a vast improvement to what currently exists.