

NOTIFICATION OF GRANT AWARD

THIS AGREEMENT is made this 23rd day of September 2025 in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands, Department of Property and Procurement** on behalf of the **Department of Education**, 1834 Kongens Gade, St. Thomas, VI 00802 (hereinafter referred to as "Government" or "Grantor") and **Virgin Islands Resource Center for the Disabled, Inc.**, 75 Kronprindsens Gade, St. Thomas, U.S. Virgin Islands 00802 (hereinafter referred to as "SubGrantee") do hereby provide a financial grant as per the following:

1. GRANTOR: Government of the United States Virgin Islands

DEPARTMENT OF EDUCATION
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

2. SUBGRANTEE:

Virgin Islands Resource Center for the Disabled, Inc.
2318 Kronprindsens Gade
St. Thomas, U.S. Virgin Islands 00802

3. AUTHORIZATION:

AUTHORITY: PL TITLE V, PUB. L. 95-134, 91 STAT. 1159 (48 U.S.C. ELEMENTARY AND SECONDARY EDUCATION ACT PROGRAM TITLE: CONSOLIDATED GRANT TO THE OUTLYING AREAS);
CFDA/SUBPROGRAM NO: 84.403A
Nita M Lowey 21st Century Community Learning Centers Every Student Succeeds Act (ESSA) of 2015 as established by the United States Congress

4. TERM OF AWARD & PROJECT PERIOD: October 1, 2025 through September 30, 2027.

5. TYPE OF AWARD: Sub-Grant Agreement Assurance

6. PROJECT DESCRIPTION: To operate the "Nita M. Lowey 21st Century Community Learning Center" at the Virgin Islands Resource Center for the Disabled, Inc. located at 75 Kronprindsens Gade on the island of St. Thomas, U.S. Virgin Islands.

7. AMOUNT OF AWARD: Two Hundred Eighty-Seven Thousand, Five Hundred Nineteen Dollars and Sixty-Two Cents (\$287,519.62)

8. PAYMENT SCHEDULE: The Department of Education shall issue this supplemental constitutional award in annual allotments; One Hundred Fifty-Six Thousand, Two Hundred Fifty-Nine Dollars and Eighty-One Cents (\$156,259.81) during Year 1 the period October 1, 2025 to September 30, 2026; and One Hundred Thirty-One Thousand, Two Hundred Fifty-Nine Dollars and Eighty-One Cents (\$131,259.81) during Year 2 the period of October 1, 2026 to September 30, 2027, and is subject to the availability of funds in Federal Fiscal Year(s) 2025-2026, 2026-2027 to the Virgin Islands Resource Center for the Disabled, Inc. in accordance with Agreement term, Attachment II (Compensation) and Attachment III (Budget).

9. OTHER PROVISIONS: Attachments I, II, III, and Addendum I attached hereto are a part of this Notice of Grant Award and are incorporated herein by reference.

ATTACHMENT I
Acceptance of Grant Award Terms and Conditions

Acknowledging that Virgin Islands Resource Center for the Disabled, Inc. was awarded a Nita M. Lowey 21st Century Community Learning Center (21st CCLC) Program Sub Grant for a two-year period commencing October 1, 2025 and terminating September 30, 2027; and

Acknowledging, Virgin Islands Resource Center for the Disabled, Inc. is obligated with terms stipulated in the Application Narrative, and Budget (Attachment III), and comply with the 21st Century Community Learning Centers Title IV, Part B of the ESEA; and

1. Will comply with the provisions of the Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) Program as authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 and replaced by the "Every Student Succeeds Act" (ESSA) of 2015.
2. Will perform all services within the performance period from **October 1, 2025 to September 30, 2027** and in accordance with the terms of the Project Design of Virgin Islands Resource Center for the Disabled, Inc. Application Narrative, Budget (Attachment III), and in accordance with the Nita M. Lowey 21st Century Community Learning Centers Title IV, Part B of the ESEA. Obligations made up to September 30th of each year shall have a 90-day liquidation period.
3. Will spend the total amount awarded not to exceed **Two Hundred Eighty-Seven Thousand, Five Hundred Nineteen Dollars and Sixty-Two Cents (\$287,519.62)** in accordance with the attached approved Budget (Attachment III) and the attached Compensation (Attachment II). **Funding of Virgin Islands Resource Center for the Disabled, Inc. Program is subject to the availability and receipt of federal funds appropriated for such purpose.**
4. Will present to the Virgin Islands Department of Education (VIDE) properly completed monthly financial reports that shall describe and document to the VIDE's satisfaction, and shall contain information, including but not limited to, the services covered within the performance period, description of the services performed, and the amount of fees in accordance with the compensation schedule in Attachment II attached hereto and made a part of this agreement. Each financial report must be accompanied by applicable supporting documents, including but not limited to receipts, invoices, timesheets, canceled checks and any other deliverables/documents due for the performance period. Payments shall be made only after receipt of properly completed financial reports; verification that the services invoiced were provided in accordance with Attachments II all necessary supporting documents were received and deemed sufficient. Financial reports will be processed in accordance with all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to the use of these funds for the services provided hereunder.
5. Acknowledges VIDE shall have the right to withhold any or terminate funding, if the Virgin Islands Resource Center for the Disabled, Inc. Program fails to comply with the rules of the 21st CCLC

Program, Federal or local laws, any other applicable policies and procedures, or for non-performance of services. The Nita M. Lowey VIDE 21st CCLC State Office will notify the District Superintendent and Virgin Islands Resource Center for the Disabled, Inc. in writing in the event that the VIDE elects to exercise its right to withhold or terminate funding.

6. Shall return to Virgin Islands Department of Education (VIDE) for its disposition, any sum of money which the VIDE, its auditors or any other authorized representative has determined was not utilized in conformity with Attachment I and II or remains unspent at the termination.

7. Will provide the VIDE Nita M. Lowey 21st Century Community Learning Centers State Office (SEA) **monthly reports** of all funds expended by the 15th day of the succeeding month.

State Contact:

Carla King, 21st CCLC Program Manager
1834 Kongens Gade
St. Thomas, Virgin Islands 00802
Phone: 340-774-0100 ext. 8011
Email: Carla.king@vide.vi

8. The monthly reports shall encompass fiscal and programmatic components.

Fiscal:

- a. Outline all expenditures for each activity associated with the services
- b. Explain any unforeseen/unexpected expenditures
- c. Invoices shall have attached all related time sheets, student attendance records, copies/cancelled checks, receipts, and vendor billings and invoices

Programmatic:

- a. Delineate activities and services provided to students and each student's progress
- b. Note accomplishments of program
- c. Note challenges of program

9. Upon request, will provide at the end of the program term all documents, books, records, instructional material, programs, printouts, and memorandum of every description derived there from and pertaining to the program. All the aforementioned shall be made available throughout the program performance period for inspection upon request.

10. Shall not exclude persons from participating in, deny the proceeds of, or practice discrimination in the performance of the program on account of race, creed, color, sex, religion, national origin, or disability.

11. Will conduct services in an easily accessible, safe, and drug-free facility.

12. Will primarily target students who attend schools eligible for Title I schoolwide programs and their families.

13. Shall establish measurable goals for participant outcomes.
14. Shall supervise, manage, and control the Program.
15. Will ensure that an application is received for all students who wish to participate in the Program, and which shall be signed by the parent or legal guardian. The applications will be kept on file by Virgin Islands Resource Center for the Disabled, Inc., and maintained in accordance with the confidentiality requirement stated in Paragraph 23.
16. Shall make its application, evaluation of its program, periodic program plan, and report relating to each program available for public inspection.
17. Shall give notice to the public of its program, including its location, schedule, objectives, and available of transportation if needed from the program to the participants' home or authorized drop-off destination.
18. Shall utilize a staff of well-trained instructors, counselors, and administrators, and ensure that the program is kept informed and in compliance relevant federal and local regulations by attending trainings provided to the program for such purpose.
19. Shall offer activities that are built on a strong foundation of research and effective educational practice.
20. Shall effectively employ advances in technology, as appropriate, including the use of computers.
21. Shall maintain direct communication with the teachers of the students attending the program through the use of a liaison and will report all data on the Profile and Performance Information Collection System (PPICS). This collected data will be made accessible to the State Office upon request.
22. Will use, manage, and dispose of all real property, equipment, supplies, and copyrights obtained by the Program acquired by this funding in accordance with the applicable sections of 34 CFR § 80.32 to § 80.34.
23. Shall comply with all local and federal laws regarding confidentiality and release of student information and shall release student information to a third party only upon obtaining proper authorization from VIDE.
24. The SubGrantee shall not assign nor contract any part of the project without the prior written consent of the Department of Education.
25. The SubGrantee agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may

incur; sustain or be subjected to, arising out of or in any way connected to the services to be performed by the SubGrantee under this Agreement and arising from any cause, except the sole negligence of Government.

26. The SubGrantee covenants that this Agreement constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the project, which is the subject matter of this Agreement, are merged herein.
27. The Grantor, through the Program Monitor of this Grant Award, shall conduct program monitoring to ensure that program goals are being met.
28. If the project is not conducted in accordance with the terms hereof, Government will have the right to withhold out of any payment due to the SubGrantee, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising here from, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the SubGrantee in writing in the event that it elects to exercise its right to withhold. No such withholding or application shall be made by Government if and while the SubGrantee gives satisfactory assurance to Government that such claims will be paid by the SubGrantee or its insurance carrier, if applicable in the event that such contest is not successful.
29. Virgin Islands Resource Center for the Disabled, Inc. shall maintain the following insurance coverages during the term of this Agreement:
 - (a) GENERAL LIABILITY: General Liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per occurrence. Insurance policy(cies) shall name The Government of the U.S. Virgin Islands as the certificate holder and additional insured via an endorsement.
 - (b) WORKERS' COMPENSATION: Subgrantee shall supply current coverage under the Government Insurance Fund or other form of coverage.
30. Either party will have the right to terminate this Agreement with or without cause on **thirty (30)** days written notice to the other party specifying the date of termination provided, however, should subgrantee elect to terminate this Agreement and has in its possession funds that have been unexpended, said funds shall be returned to the Government. If this Agreement is being terminated by either party or a third party due to SubGrantee's misuse of said funds, SubGrantee shall reimburse said funds to the Government.
31. The SubGrantee covenants that it (includes owners, principals, partners, directors or officers) is:
 - a. not a Territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected Territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board,

commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

b. a Territorial officer or employee and, as such, has:

- i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interests, including the penalties provision set forth in Section 1108 thereof;
- ii. not made, negotiated or influenced this award, in its official capacity;
- iii. no financial interest in the award as that term is defined in Section 1101, (1) of said Code Chapter.

32. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GRANTOR: **Department of Education**
1834 Kongens Gade
St. Thomas, VI 00802

SUBGRANTEE: **Virgin Islands Resource Center for the Disabled, Inc.**
2318 Kronprindsens Gade
St. Thomas, VI 00802

Attention:
Patricia Samuel
Executive Director
Telephone: (340) 201-0960
[Email: viresourcectr@gmail.com](mailto:viresourcectr@gmail.com)

33. **Department Regulations and Requirements**

The SubGrantee shall provide a list of names and copies of a Government-issued identification for all employees, paid or unpaid with wages, and all other persons not regarded as employees but identified by SubGrantee as providing services under this Contract, within thirty (30) days prior to beginning services under this Contract. If any employee or person is to be substituted after submission of the list for any period of time during the period of service, the SubGrantee shall submit the name and copy of a Government-issued identification of the proposed substitute employee in advance to VIDE's Office of the Superintendent, which shall indicate approval of the substitution before the person is allowed to begin services. Additionally, the SubGrantee shall comply with the following:

A. Each employee of SubGrantee or any other person who works with students under this Contract shall meet the following basic minimum requirements:

- i. Shall have a clean criminal background record.
- ii. Must not have pleaded guilty to or have been found guilty of any felony or misdemeanor for violations of drug laws; of any felony or offense against a person; any offense involving the endangerment of a child as prescribed by law; of any misdemeanor or felony for a sexual offense; of felony or misdemeanor for a weapons offence; or misdemeanor or felony for pornography or related offenses or of any similar crime in any federal state, municipal, or other court of similar jurisdiction. This paragraph shall also apply to any person who has pleaded guilty to or has been found guilty of any felony involving robbery, arson, burglary, or a related offence, or any similar crime, in any federal, state, territorial, municipal, or other court of similar jurisdiction within the preceding ten (10) years.
- iii. In the event that any person performing services under this Contract is accused of committing criminal acts or engages in conduct the Department deems is inappropriate or that may pose a risk to the health, safety, or well-being of students, the Department may request the removal of said person and Contractor shall immediately remove said person. Said person shall provide no further services under this Contract.
- iv. Throughout the life of this Contract, upon written request by the Department, the SubGrantee shall submit criminal background record checks and/or traffic record checks of persons within ten (10) days.

34. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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I, the undersigned and duly authorized representative of the **Virgin Islands Resource Center for the Disabled, Inc.**, hereby certify that these assurances shall be fully implemented.



09/15/2025

Dionne Wells-Hedrington Ed.D.,
Commissioner
Department of Education

Date



9/23/2025

 Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date



Patricia Samuel (Sep 11, 2025 15:40:40 EDT)

09/11/2025

Patricia Samuel
Executive Director
Virgin Islands Resource Center
for the Disabled, Inc.

Date

Attachment II Award Amount

The VIDE agrees to award grant funding to Virgin Islands Resource Center for the Disabled, Inc., to provide services required as described in the Project Design of Virgin Islands Resource Center for the Disabled, Inc. of the VI's Application submitted and approved by the Nita M. Lowey 21st CCLC State Office and awarded on August 7, 2025. Installments are to be made for the period of **October 1, 2025 – September 30, 2027** in an amount not to exceed **Two Hundred Eighty-Seven Thousand, Five Hundred Nineteen Dollars and Sixty-Two Cents (\$287,519.62)** including reimbursement of travel costs not to exceed Sixteen Thousand, One Hundred Dollars and Zero Cents (\$16,100.00) which may be invoiced in partial and multiple billings* as delineated below:

INSTALLMENTS	DESCRIPTION	FEES
YEAR 1		
Installment #1	Advance payment of 25% of total fees and costs less travel cost: [(\$156,259.81-\$10,500.00) X .25], an amount not to exceed Thirty-Six Thousand, Four Hundred Thirty-Nine Dollars and Ninety-Five Cents to be within five days upon execution of the Agreement	\$36,439.95
Installment #2	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-Six Thousand, Four Hundred Thirty-Nine Dollars and Ninety-Five Cents	\$36,439.95
Installment #3	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-Six Thousand, Four Hundred Thirty-Nine Dollars and Ninety-Five Cents	\$36,439.95
Installment #4	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-Six Thousand, Four Hundred Thirty-Nine Dollars and Ninety-Six Cents	\$36,439.96
YEAR 1 Total award excluding Travel Not to Exceed ONE HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-ONE CENTS		\$145,759.81
Travel Reimbursement	Reimbursement of Travel cost not to exceed Ten Thousand Five Hundred Dollars and Zero Cents	\$10,500.00
YEAR 1 TOTAL AWARD TO EXCEED ONE HUNDRED FIFTY-SIX THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-ONE CENTS		\$156,259.81

Year 2

INSTALLMENTS	DESCRIPTION	FEES
YEAR 2		

Installment #1	Advance payment of 25% of total fees and costs less travel cost: $[(\$131,259.81 - \$5,600.00) \times .25]$, an amount not to exceed Thirty-One Thousand, Four Hundred Fourteen Dollars and Ninety-Five Cents	\$31,414.95
Installment #2	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-One Thousand, Four Hundred Fourteen Dollars and Ninety-Five Cents	\$31,414.95
Installment #3	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-One Thousand, Four Hundred Fourteen Dollars and Ninety-Five Cents	\$31,414.95
Installment #4	Payment of fees and costs excluding travel costs in an amount not to exceed Thirty-One Thousand, Four Hundred Fourteen Dollars and Ninety-Six Cents	\$31,414.96
YEAR 2 Total award excluding Travel Not to Exceed ONE HUNDRED TWENTY-FIVE THOUSAND, SIX HUNDRED FIFTY-NINE DOLLARS AND EIGHTY ONE CENTS		\$125,659.81
Travel Reimbursement	Reimbursement of Travel cost not to exceed Five Thousand Six Hundred Dollars and Zero Cents	\$5,600.00
YEAR 2 TOTAL AWARD NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-ONE CENTS		\$131,259.81
TOTAL SUBGRANT AWARD NOT TO EXCEED TWO HUNDRED EIGHTY-SEVEN THOUSAND, FIVE HUNDRED NINETEEN DOLLARS AND SIXTY-TWO CENTS		\$287,519.62

The VIDE shall make one (1) early installment equivalent to twenty-five percent (25%) of the annual allocation at the beginning of the year to Virgin Islands Resource Center for the Disabled, Inc., excluding travel cost, provided that Virgin Islands Resource Center for the Disabled, Inc. demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by Virgin Islands Resource Center for the Disabled, Inc. When this requirement is not met the reimbursement method will be used. The VIDE reserves the right to modify or reduce the allocation based on the Virgin Islands Resource Center for the Disabled, Inc. ability to meet the program needs and expend the funds as necessary.

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Attachment III Budget

21st Century Community Learning Center Budget

Virgin Islands Resource Center for the Disabled, Inc

YEAR 1

OBJECT CLASS	OBJECT DESCRIPTION	TOTAL
Personnel	Program Admin – 38wks total 1008 Hours x \$30.00 Per Hr	30,240.00
	Program Director – 38wks total 1008 Hours x \$35.00 Per Hr	35,280.00
		\$ 65,520.00
Fringe (FICA 7.65%)	Program Admin -27,540 x 7.65%	2,313.36
	Program Director- 32,130.00 x 7.65%	2,698.92
		\$ 5,012.28
Supplies	Multi-Discipline Program Supplies- including art and computer (ink, paper, books, pencils, etc)	2,627.53
	Kurzweil 3000 – Annual Web Multi-User License	3,500.00
	(80) Academic Life Skills Planners Packets Folder Kits	1,300.00
	Parental Program Supplies – including literacy and computer	1,000.00
	Operational Supplies- paper product, office and cleaning supplies	1,750.00
		\$ 10,177.53
Equipment	(5) Tablets - \$500.00 each	2,500.00
	(3) Computer Laptops - \$700.00 each	2,100.00
	(2) Computer Desktops- \$850.00 each	1,700.00
	(1) Color Printer - \$750.00	1,750.00
		\$ 8,050.00
Purchased Services	(3) Afterschool Specialist - \$20.00 Per Hour 3hrs x 5dys x 32wks = 480hrs x 20.00 = 9,600.00 x 3	28,800.00
	(3) Summer Camp Specialist - \$20.00 Per Hour 8hrs x 5dys x 6wks = 240hrs x 20.00 = 4,800.00 x 3	14,400.00
	(2) Parental Program Specialist - \$20.00 Per Hour 3hrs x 3dys x 30wks = 270hrs x 20.00 = 5,400.00 x 2	10,800.00
	(7) Staff Training Requirement – Travel Cost (lodging, meals, airfare, training registration, etc) 1,500.00 per staff	10,500.00
	Transportation	3,000.00
		\$ 67,500.00
	Subtotal	\$ 156,259.81
	GRAND TOTAL	\$ 156,259.81

Prog/ Mgr. Approval
Carla King
Date: 08/14/2025
Grant No.:

21st Century Community Learning Center Budget

Virgin Islands Resource Center for the Disabled, Inc

YEAR 2

OBJECT CLASS	OBJECT DESCRIPTION	TOTAL
Personnel	Program Admin – 38wks total 990 Hours x \$30.00 Per Hr	29,700.00
	Program Director – 38wks total 990 Hours x \$35.00 Per Hr	34,650.00
		\$ 64,350.00
Fringe (FICA 7.65%)		
		\$ -
Supplies	Multi-Discipline Program Supplies- including art and computer (ink, paper, books, pencils, etc)	559.81
	Kurzweil 3000 – Annual Web Multi-User License	3,500.00
	Operational Supplies- paper product, office and cleaning supplies	250.00
		\$ 4,309.81
Equipment		
		\$ -
Purchased Services	(3) Afterschool Specialist - \$20.00 Per Hour	28,800.00
	3hrs x 5dys x 32wks = 480hrs x 20.00 = 9,600.00 x 3	
	(3) Summer Camp Specialist - \$20.00 Per Hour	14,400.00
	8hrs x 5dys x 6wks = 240hrs x 20.00 = 4,800.00 x 3	
	(2) Parental Program Specialist - \$20.00 Per Hour	10,800.00
	3hrs x 3dys x 30wks = 270hrs x 20.00 = 5,400.00 x 2	
	(4) Staff Training Requirement – Travel Cost (lodging, meals, airfare, training registration, etc)	5,600.00
	Transportation	3,000.00
		\$ 62,600.00
	Subtotal	\$ 131,259.81
	GRAND TOTAL	\$ 131,259.81

Prog. Mgr./Approver
Date: 08/14/2025
Grant No.:

ADDENDUM I
Provisions from 2 CFR 200 - Appendix II

1. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor 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.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

4. **BYRD ANTI-LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying

with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

5. **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6. **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

7. **DAVIS-BACON ACT**

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and that the contractor and subcontractor agrees that all employees shall be paid the local prevailing wages as established by Virgin Islands statutes and laws.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER a CONTRACT or AGREEMENT

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

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Patricia Samuel certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Virgin Islands Resource Center for the Disabled, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Patricia Samuel (Sep 11, 2025 15:40:40 EDT)

Signature of Contractor's Authorized Official

Patricia Samuel, Executive Director

Name and Title of Contractor's Authorized Official

9/11/2025

Date