NOTICE

This handbook outlines the policies and procedures required by the Department of Property and Procurement for the acquisition of goods and services for the Executive Branch of the Government of the Virgin Islands of the United States in accordance with the provisions of title 31, Virgin Islands Code, chapter 23, section 231, et seq., the Rules and Regulations promulgated thereunder, and Executive Order No. 477-2016. This handbook supersedes and replaces DPP Policy Memorandum No. 012016. The requirements outlined herein apply to all acquisitions of goods and services using local and federal funds.

The information contained herein is current as of the date of its publication and all users are encouraged to utilize the Department’s website for up-to-date forms and information and to comply with all supplemental information memoranda regarding the procurement process and with the requirements of the laws currently in effect.
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November 2, 2018

As the Virgin Islands of the United States stands poised to transform itself into a Territory of sound economic growth, sustainability, and effective governance, committing ourselves to the effective, efficient, and responsible procurement of goods is essential. Too often we have heard the cry that our procurement process stymies our effectiveness in the territorial, national, and global markets. I am proud to say that this Administration’s sound policies, and through the able leadership of Commissioner Lloyd T. Bough of the Department of Property and Procurement, we have been able to not only avoid major pitfalls, but we have been able to clarify the Territory’s procurement laws and policies in a clear and concise manner.

This Procedural Manual is designed to survive administrations and to give sound, clear guidance to all who will have to utilize our procurement process. It will strengthen our relationships with the private sector and our federal partners, and will serve to streamline the Territory’s recovery process.

On behalf of the People of the Virgin Islands of the United States, I say thank you to Commissioner Bough and the Staff of the Virgin Islands Department of Property and Procurement, Claude Earl Walker, Esq., Attorney General for the Virgin Islands and the Staff of the Virgin Islands Department of Justice, and Emile A. Henderson III, Esq., my Chief Legal Counsel and his Staff for their hard work and diligence in finalizing this procurement manual.

Sincerely,

Kenneth E. Mapp
Governor
MESSAGE FROM THE COMMISSIONER:

As the contracting arm of the Executive Branch of the Government of the Virgin Islands, the Department of Property and Procurement (“DPP”) is committed to fulfilling its responsibilities in the procurement of goods and services in an efficient manner. In order to strengthen our working relationships and ensure we serve as an effective support system to our sister agencies, we endeavor to provide you with the information you need to understand our processes and procedures, and your role in that process. Therefore, this guide combines the procedures necessary to comply with the procurement requirements in one “easy-to-reference” source. This guide supersedes all information contained in DPP Policy Memorandum No. 012016. If used correctly, we will be well on our way to ensuring consistency, efficiency, and cost-effective procurement for the Government of the Virgin Islands. It is my sincere hope that the information contained in this guide is easy to follow and provides the necessary information to enable us all to better serve the People of the Virgin Islands. The Department of Property and Procurement stands ready to support with any questions or concerns; therefore, please do not hesitate to contact us. I also encourage you to visit the DPP website (dpp.vi.gov) for up-to-date forms and information on the procurement process.

Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
November 2, 2018
PROCUREMENT IN THE U.S. VIRGIN ISLANDS

The acquisition of goods and services for the Executive Branch is governed by title 31, Virgin Islands Code, chapter 23, sections 231-251 and title 31, Virgin Islands Rules and Regulations, chapter 23. Under these provisions, the Department of Property and Procurement (“DPP”) is the sole entity responsible for procuring all goods and services, and only the Commissioner of Property and Procurement has the authority to award contracts, subject to the approval of the Governor.

The Commissioner of Property and Procurement is required by law, to provide for a cost effective and efficient system for the acquisition of all property and services for the Executive Branch of the Government of the Virgin Islands of the United States. The Commissioner is also required to provide a system for related functions, such as the administration of public contracts, and the development and implementation of procedures and forms related thereto. Pursuant to title 31, Virgin Islands Code, chapter 23, section 232(1), the Commissioner of DPP is required to purchase or contract for all supplies, materials, equipment and contractual services, in the manner described by law, for any and all departments, offices, boards, institutions, and other agencies of the Executive Branch. Further, according to title 31, Virgin Islands Code, chapter 23, section 234(a), no agency is authorized to make purchases unless it has received a written order from the Commissioner of DPP approving the purchase, issued in accordance with title 31, Virgin Islands Code, chapter 23, section 233.

Since every agency relies on the acquisition of goods and services in order to fulfill its mandates, it is imperative for all Executive Branch departments, agencies, boards, and commissions to strictly follow the procurement laws codified in title 31, Virgin Islands Code, chapter 23, sections 231-251, the rules and regulations promulgated thereunder, Executive Order No. 477-2016 (See Appendix A), and DPP Policy Memorandum No. 012018 (See Appendix B). Strict adherence to these rules helps ensure an efficient and timely process to the benefit of us all. Please note any deviation from these requirements is a violation of Virgin Islands procurement laws and may be grounds for the imposition of fines and imprisonment for violators and termination from employment.

DIVISION OF PROCUREMENT

The Division of Procurement is responsible for fulfilling the Department’s procurement mandates. Under the direction of the Deputy Commissioner of Procurement, the Division has two (2) offices, one on St. Thomas and one on St. Croix. The Division of Procurement has a firm commitment to a procurement system that provides quality, integrity and timeliness of service to all User Agencies, the business community and the people of the U.S. Virgin Islands. As the Government's general service agency, we work to provide prompt and efficient service to departments and agencies as cost effectively as possible, enabling us to accomplish our goals and objectives.

Some of the responsibilities of the Division of Procurement include the issuance of Invitations for Bids (IFB) and Requests for Proposals (RFP); awarding of supply and construction contracts; reviewing and processing professional services contracts; reviewing and approving construction contract payments; and processing of requisitions.
METHODS OF PROCUREMENT

The Government of the Virgin Islands of the United States utilizes the following two (2) methods for procuring goods and services:

1. Open Market (Competitive and Non-Competitive Negotiation); and,
2. Formal Advertising (Competitive Sealed Bid).

THE REQUISITION/PURCHASE ORDER CYCLE

The purchase requisition provides for the orderly, complete, and timely flow of procurement needs from the User Agency to the vendor. All purchases, with the exception of the items approved for Straight Payment via the Accounts Payable Module by the Department of Finance, per SOPP#105 (Requisitioning) (See Appendix C), require a requisition. A requisition is initiated by the User Agency in the Tyler Munis Enterprise Resource Planning ("ERP") System© and starts the approval process for the acquisition of goods.

All requisitions must be created following the regulatory guidelines of the Department of Finance, then in effect. When creating a requisition, all necessary supporting documentation must be attached in the ERP, this includes the required quotes (not invoices) and a justification letter signed by the User Agency head and approved by the Commissioner of Property and Procurement, if required. Purchase requisitions must be approved by the certifying officer and department head of the User Agency, prior to approval from the Department of Property and Procurement in the ERP system. Once entered, the requisitions are reviewed, and either approved or rejected, by DPP.

Once a requisition has been approved and converted to a Purchase Order, approved Purchase Orders will be automatically emailed to the preparer of the requisition via the ERP. Once a Purchase Order has been created, in the event the User Agency needs any changes to the Purchase Order, the User Agency must submit a written request to DPP explaining the changes required. DPP can make changes to Purchase Orders including vendor remit address changes, monetary changes, vendor name, add line items, and descriptions. All Purchase Orders must be liquidated in accordance with the requirements of the Department of Finance, then in effect.

Purchases which obligate the Government of the Virgin Islands of the United States without a written approved Purchase Order by the Commissioner of the Department of Property and Procurement are illegal. Title 31, Virgin Islands Code, chapter 23, sections 234, 248, and 249; and title 33, Virgin Islands Code, chapter 113, section 3103 forbid the unauthorized obligation of government funds, and permits the imposition of fines and may be grounds imprisonment for violators. Whoever violates the provisions of title 31, Virgin Islands Code, Chapter 23, section 234(a) shall be personally liable for the purchase price of articles purchased and shall be summarily dismissed from employment without regard to the provisions of chapter 25 of title 3 of the Virgin Islands Code.

PROCUREMENT PROCEDURES
I. OPEN MARKET PURCHASES (COMPETITIVE AND NON-COMPETITIVE NEGOTIATION)

All open market purchases (i.e. items procured without going through the formal bidding process required by title 31, Virgin Islands Code, chapter 23, section 236) must comply with the following procedures:

A. PROCEDURES FOR PROCUREMENTS UNDER $5,000.00

i. On-Island Vendors

For all purchases under $5,000.00 for an on-island vendor, the User Agency must attach at least one (1) quotation (not an invoice) from the vendor of choice in the ERP when preparing the requisition. Please verify the correct vendor number and account codes when preparing the requisition. Upon approval of the requisition, a Purchase Order will be generated in the ERP and automatically emailed to the preparer of the requisition. Upon receipt of an approved Purchase Order, the User Agency is authorized to proceed with the purchase.

ii. Off-Island Vendors

For all purchases under $5,000.00 from an off-island vendor, the User Agency must attach and/or affix at least two quotations (not invoices) during entry of the requisition in the ERP. One of the quotations must be from a local vendor. The local vendor must have a price variance that is greater than 15% to support the selection of the off-island vendor (see title 31, Virgin Islands Code, chapter 23, section 239(d)). No justification letter is required if these requirements are satisfied.

However, if the local vendor quotes a price that is equal to but not greater than 15% of the cost of the off-island vendor or the User Agency is unable to provide at least two (2) quotations, the User Agency must submit a justification letter to the Commissioner of Property and Procurement, seeking approval to select this vendor. If approved, that justification letter must be attached to the ERP when creating the requisition. If approved, a Purchase Order will be generated in the ERP and automatically emailed to the preparer of the requisition. Upon receipt of an approved Purchase Order, the User Agency is authorized to proceed with the purchase.

B. PROCEDURES FOR PROCUREMENTS BETWEEN $5,000.00 AND $50,000.00

Open market purchases between $5,000.00 and $50,000.00 must comply with the requirements in title 31, Virgin Islands Code, chapter 23, section 239(a)(3). Supplies, materials, and equipment may be purchased and contractual services may be negotiated in the open market process, ONLY IF (i) at least three quotations are sought, (ii) the vendor selected provides the best value, (iii) the User Agency has not made the same purchase or contract for same services within any thirty day period, and (iv) the justification letter is signed by the Agency Head/certifying officer. Therefore, this exception does not apply if the User Agency is unable
to prove it sought three quotes or if the services to be provided will be performed on a recurring basis within any thirty (30) day period.

A justification letter is not required when the User Agency chooses the lowest of the three quotations for the purchase of goods. All quotations received must be attached during the requisitioning process. If the User Agency attains three quotes but does not select the lowest quotation, a justification letter signed by Agency Head and approved by the Commissioner of DPP must be attached in the requisitioning process. All approved documents must be scanned during requisition entry prior to approval. Requisitions will not be held pending approval of documents.

C. PROCEDURES FOR EMERGENCY PROCUREMENT

Under limited circumstances, open market purchases can be made under the emergency provisions in title 31, Virgin Islands Code, chapter 23, section 239(a)(1) (Public Emergency has been declared by the Governor) and title 31 Virgin Islands Code, chapter 23, section 239(a)(2) (a public exigency exists). All procurement under these provisions must be approved by the Governor. The Department of Property and Procurement will determine whether a public exigency exists and the applicability of the exceptions in title 31, Virgin Islands Code, chapter 23, sections 239(a)(1) and (2) in accordance with the provisions in title 31, Virgin Islands Rules and Regulations, chapter 23, section 239-6.

i. EMERGENCY PROCUREMENT

The following outlines the procedure and documentation required in order to expedite the processing of a purchase requisition/contract under the emergency provisions:

1. The User Agency must attach a justification letter, signed by the Agency Head, demonstrating the need for the supplies or services or how the statement of work meets a legitimate government need. The justification letter must cite to either title 31, Virgin Islands Code, chapter 23, section 239(a)(1) or (2) and shall describe the purpose and reason for the request, the methodology for the selection process, and the rationale for selecting the prospective contractor. The letter must identify the funding source and contain an “approve/disapprove” block for the Commissioner of Property and Procurement.

2. If the procurement is requested pursuant to title 31, Virgin Islands Code, chapter 23, section 239(a)(1), a copy of the Governor’s Proclamation must be attached. If the procurement is requested under title 31, Virgin Islands Code, chapter 23, section 239(a)(2), upon approval, the Department of Property and Procurement will stamp “Public Exigency” on the required documents.

3. In cases where another agency must concur in the procurement (e.g. Department of Public Works must approve construction projects, DPNR must approve permits, etc.), the User Agency must furnish documentation that the project has been approved.

4. The User Agency must obtain a minimum of three (3) signed independent quotations from different prospective contractors to perform the statement of work or supply the goods. This shows that
competition was obtained. If the User Agency is unable to obtain three independent quotations, the User Agency should sufficiently explain in the justification letter the reasons it was not able to obtain a minimum of three quotations.

5. The User Agency must furnish a copy of a valid business license, certificate of government insurance, and all other corporate documents from the prospective contractor.

6. If the procurement is for supplies or materials, the User Agency shall attach a copy of all the information described above during the requisition process for the Department of Property and Procurement’s approval.

7. If the procurement is for professional services, the User Agency shall furnish a professional services contract along with all the information described above and a Purchase Order outlining the funding source to the Department of Property and Procurement. If the procurement is for construction, the Division of Procurement will prepare a construction contract upon receipt of the information outlined above. If the procurement requires a supply contract or emergency task order contract, the Division of Procurement will prepare the contract upon receipt of the information outlined above. All contracts will be forwarded to the Department of Justice for legal sufficiency review and then to the Governor for approval.

ii. “PUBLIC EXIGENCY” AND THE BIDDING PROCESS

Pursuant to the authority of title 31, Virgin Islands Code, chapter 23, section 239(a)(2), a public exigency exists when such immediate action is required due to sudden, unexpected, and unforeseen occurrence, happening or condition.

In order for this authority to be used, the need must be urgent as a result of a sudden, unexpected and unforeseen occurrence, happening or condition which was not allowed to develop by negligence or oversight. For example, this authority may be used when it has been established that the department or the Government would be seriously injured, financially or otherwise, if the purchase or contract were not effected in order to have the services or materials, supplies or equipment on a day certain and when they could not possibly be procured by that time by means of formal advertising. (See title 31, Virgin Islands Rules and Regulations, chapter 23, section 239-6).

For example, this authority shall be used when property or services are immediately needed because of a fire, flood, explosion or other disaster.

Further, this authority may also be used when:

1. Parts or services are immediately required to effect urgent repairs to machinery or equipment in order to minimize delay in service and downtime of such machinery or equipment;

2. Developments in connection with any essential government activity requiring the immediate purchase of supplies or services to permit program accomplishment within the time required when such time will not permit use of formal advertising procedures and it can be clearly shown that such development was without the fault or negligence of the department or agency; or

3. Materials and services required to meet an exigency created by the default of a contractor to whom a contract for like items had previously been awarded.
When purchase action under this authority is based on telephonic or other oral offers, a written confirmation of the accepted offer shall be secured and made a part of the purchase case file. A record shall be established also in such cases containing the following information at a minimum: name and address of each offeror quoting; item description; unit price; delivery time; and discount terms.

If quotations lower than the accepted quotation are received, but rejected, the reason for their rejection shall be recorded and made a part of the purchase file.

II. FORMAL ADVERTISING (COMPETITIVE SEALED BID)

Pursuant to title 31, Virgin Islands Code, chapter 23, section 236 (See Appendix D), all procurement must be conducted by competitive sealed bids, except as provided in section 239 (See Appendix E). Therefore, all solicitations meeting the mentioned criteria shall be formally advertised in English in newspapers within in the Virgin Islands and on the Department of Property and Procurement’s website. The Formal Advertising process uses either an Invitation for Bids (IFB) or a Request for Proposals (RFP) depending on the type of procurement.

A. SUPPLY CONTRACTS

When procuring goods and services for Executive Branch departments pursuant to title 31, Virgin Islands Code, chapter 23, section 236, an IFB is used. Two (2) types of supply contracts can result from this procurement: (1) a one-time procurement, which means that the User Agency needs to buy the item(s) for immediate delivery and (2) term procurement which means that the User Agency will require the goods or services over an extended period of time. The duration of term procurements in most cases is one (1) year with an option for an additional term at the request of the User Agency. An IFB is required for all supply contracts for services, even if the total cost is between $5,000.00 and $50,000.00 because the complete service or purchase will be performed on a recurring basis. Examples of the commodities and services procured through a supply contract include:

- Household and Cleaning Supplies
- School and Office Supplies
- Groceries and Meats (Schools, Day Care Centers and Elderly Homes, etc.)
- Janitorial Services
- Catering of Meals for the Elderly
- Landscaping Services

The list above is not exhaustive but represent just a few of the commodities and services procured by the Department of Property and Procurement using the bidding process and affording bidders an opportunity to participate in a free and open competitive market. See Appendix F for the Supply Contract template.

B. CONSTRUCTION CONTRACT

When procuring construction services for the Government of the Virgin Islands, an IFB is used. The User Agency must submit the following to the Commissioner of Property and Procurement:

- a letter, signed by the Agency Head requesting advertisement of the project, this letter must include the funding source (local or federal) and any special conditions that may apply to this solicitation;
• proof of funding through a properly executed Purchase Order stating the funds available for the project or a signed letter from the Public Finance Authority (PFA);
• An in-house cost-estimate, i.e. scope of work/bid sheet, stamped by the Department of Public Works Division of Engineering along with a blank bid sheet;

Sample construction contracts are found in Appendices G and H.

C. PROFESSIONAL SERVICES CONTRACT

When procuring professional services (Architectural/Engineering Services, Consulting Services, etc.) for the Government of the Virgin Islands, User Agencies should follow the requirements of title 31, Virgin Islands Code, chapter 23, section 239(a)(4) and the corresponding rules and regulations and the requirements outlined in Section IV of this handbook. However, if a User Agency is not able to comply with the requirements of title 31, Virgin Islands Code, chapter 23, section 239(a)(4) and its corresponding rules and regulations, or another exception to the formal bidding process does not apply to the contract, User Agencies will be required to formally advertise a Request for Proposals (See Appendix I). In submitting such requests, the User Agency must submit a letter of request stating the need for the services, scope of work, and proof of funding to DPP.

Professional Services Contracts (See Appendix J) are used for services solicited through a Request for Proposals. Professional Services Contracts are used for profit and non-profit businesses/individuals engaged in rendering widely diversified services for the Government of the Virgin Islands.

Some examples of services procured through professional services contracts include:

➢ Consulting Services
➢ Educational Teaching Services
➢ Secretarial and Computer Services
➢ Architectural/Engineering Services
➢ Accounting and Auditing Services
➢ Legal Services
➢ Medical Services

III. FORMAL ADVERTISING PROCESS

A. ADVERTISEMENTS

The following depicts the standard formal advertising or solicitation process conducted by the Department of Property and Procurement. This applies to IFBs and RFPs:

Step 1. Submit to the Department of Property and Procurement a signed justification letter from the Agency Head, with a point of contact for the User Agency, addressed to the Commissioner of Property and Procurement, requesting formal advertisement of a specific project or the procurement of professional services or supply service projects:

For Construction Projects include:
• Specifications and drawings approved by the Department of Public Works;
• An in-house cost-estimate, i.e. scope of work/bid sheet, stamped by the Department of Public Works Division of Engineering along with a blank bid sheet;
• A Purchase Order (which complies with the Department of Finance’s SOPP#305 - Purchase Order/ Encumbrance Maintenance and Management (See Exhibit K) that is at least equal to the engineer’s estimate of the project or a letter from the Public Finance Authority stating the specific project name and funding amount available for the project; and
• The total completion time of the project.

For Professional Services and Supply Service Projects include:
• A scope of work;
• Proposed source selection evaluation criteria (if applicable); and
• Funding Source.

Step 2. The Procurement Specialist initiates the solicitation process. This is done via the issuance of the IFB or RFP. Projects are advertised for a minimum of fifteen (15) calendar days when procuring products or services attainable and available within the Territory and a minimum of thirty (30) calendar days when procuring products or services available from outside the Territory as per the V.I. Rules and Regulations.

Step 3. Deputy Commissioner and/or Chief of Procurement and Contracts assigns project to the appropriate Procurement Staff. The Procurement Specialist is personally responsible for the project until the bid opening, in addition to developing the project file.

Step 4. The Evaluation Chairperson is responsible for maintaining the integrity of the project file.

Step 5. Procurement Specialist meets with User Agency to review project specifications and establish a timetable checklist to ensure timely award.

B. SUBMISSION OF BIDS, SELECTION & CONTRACT AWARD

Step 6. For IFB’s Only:

A. Bids are received at the Department of Property and Procurement (St. Thomas/St. Croix), and safeguarded until time for opening of bids, then opened and read aloud in the Conference Room by the designated Procurement Specialist. Only timely bids or late bids meeting the requirements of title 31, Virgin Islands Rules and Regulations, chapter 23, section 235-42, will be evaluated;

B. Procurement Specialist develops the abstract;

C. Abstract and bid documents are then routed to the Evaluation Chairperson.

Step 8. The Evaluation Committee conducts the evaluation.
1. The Evaluation Committee shall consist of no less than five (5) voting members, all of whom must be free of any conflicts of interest and include:

   A. At least two representatives from the User Agency, one of whom shall be technical.

   B. At least three representatives from DPP, one of whom shall be the head of the Evaluation Committee or his/her designee.

2. Each member of the Evaluation Committee shall be appointed by his/her respective Commissioner or his/her designee.

3. A committee member shall only be removed by the person authorized to appoint said person.

4. Each committee member shall sign the “Bid/RFP Evaluation Rules and Procedures” form (See Appendix L) regarding conflicts of interest and integrity, prior to the commencement of the evaluation process.

5. All bids shall be publicly opened, read aloud and recorded prior to being submitted to the Deputy Commissioner of Procurement and/or Chief of Procurement and Contracts. All proposals received by the specified time and date shall be recorded and submitted to the Deputy Commissioner of Procurement and/or Chief of Procurement and Contracts and then forwarded to the Evaluation Committee where they shall be opened in the presence of the Evaluation Committee members.

6. At minimum three (3) days prior to the evaluation of any solicitation, each Evaluation Committee member shall be given a complete copy of each offeror's proposal.

7. In addition to the requirements of the solicitation, the Evaluation Committee shall consider each offer for past performance, mobilization (if applicable), staffing, preferred bidder status (if applicable), local staffing, and perform a cost analysis. The Evaluation Committee may include additional criterion deemed necessary for the proper evaluation of said offer.

8. Each offeror shall be reviewed on sam.gov to determine whether they are eligible to receive contract awards using federally appropriated funds and that they have not been suspended or debarred from entering into contracts with any federal agency.

9. There shall be no final Evaluation Committee vote until each offeror selected for oral presentation had an opportunity to orally present his offer. If the Evaluation Committee decides that no oral presentation is necessary and there are no outstanding issues to be considered, it may take a final vote when it deems it appropriate.

10. Each member of the Evaluation Committee shall independently complete the selection committee rating form.

11. There shall be an evaluation report that shall provide a signatory line for those approving the solicitation and one for those submitting a disapproving vote.

12. All bids and proposals shall be evaluated within a reasonable time frame.
Step 9. Within three (3) business days after the completion of the evaluation, an award recommendation is forwarded to the Deputy Commissioner and/or Chief of Procurement and Contracts for review.

Step 10. Upon approval of the award recommendation, an evaluation report is processed by the Evaluation Chairperson and then the report is forwarded to the Deputy Commissioner and/or Chief of Procurement and Contracts for review and approval. The Evaluation Report is then forwarded to the Commissioner of Property and Procurement for approval.

Step 11. After approval, the file is forwarded to the Procurement Specialist to produce and maintain the Contract.

If procured through an IFB for a construction contract or a supply contract, the contract is forwarded to the successful contractor, along with a “Letter of Award,” signed by the Commissioner of DPP. A copy of the Letter of Award is also sent to the User Agency. The letter notifies the contractor to return the required contract and all required supporting documentation within ten (10) days of receipt. A “letter of non-award” is mailed to the unsuccessful bidders by the Commissioner of DPP.

Step 12. Contractor submits all items requested, including but not limited to performance and payment bonds, to the Procurement Specialist, along with signed contract.

Step 13. Procurement Specialist reviews all items submitted for responsiveness and compliance.

Step 14. Procurement Specialist submits contracts to User Agency for signature (if applicable).

Step 15. User Agency returns signed contract to Procurement Specialist, and the Commissioner of DPP signs the contract. For supply contracts, the Commissioner of DPP is the last signatory.

Step 16. Once approved User Agencies are required to monitor contracts for performance, payments, and renewals. User Agencies play an important role in ensuring compliance with the contracts and in protecting the Government’s interests, therefore, User Agencies must take immediate steps to protect the Government from any instances of non-performance or sub-standard performance. If the contract contains renewal options and the User Agency intends to exercise an option, the User Agency must initiate the renewal process in accordance with the terms of the contract or no later than sixty (60) days prior to the expiration of the contract.

Step 16 a. Additional Steps for Renewal Options
1. All Renewal Contracts must be forwarded to the DPP with a transmittal letter that contains the following mandatory information with the User Agency’s intent to exercise its option:
   a. The name of the user department, agency, board or commission;
   b. The name of the contractor and contract number;
   c. A description of the scope of work to be performed under the contract;
   d. The compensation for the term of the contract, identify the funding source (all POs must comply with SOPP#305 and show compliance with title 33, Virgin Islands Code, chapter 113, section 3101; and
e. A list of all supporting documents included in the renewal package.

2. User Agency will submit to DPP:
   a. The signed Exercise of Renewal Option (See Appendix M) by contractor and User Agency head;
   b. Proof of Funding for one (1) fiscal year or term of renewal;
   c. All current supporting corporate documents;
   d. User Agency Checklist (See Appendix N); and
   e. Copy of Executed Contract.

3. DPP Procurement Specialist will review all items submitted for compliance, and within five (5) business days of receipt, forward to the Commissioner of Property and Procurement through the Deputy Commissioner of Procurement and/or Chief of Procurement and Contracts for final approval and acceptance.

Additional Steps for Construction Contracts Only

Step 17. Contract documents are then forwarded to the Department of Justice for legal sufficiency review.

Step 18. Contract documents are then forwarded from the Department of Justice to the Office of the Governor for final approval.

Step 19. Approved contracts are then forwarded to Procurement Specialist for distribution to User Agency and contractor.

Step 20. For construction contracts, a “Notice to Proceed” letter is forwarded to the contractor and a copy is sent to User Agency along with the approved contract documents during the Pre-Construction Meeting.

Step 21. For construction contracts, the Pre-Construction meeting is scheduled to discuss project requirements and deliverables and to officially turn over the project to the User Agency and/or Department of Public Works as Project Managers.

Step 22. Post award management of the project is now between the User Agency and the contractor. The User Agency is responsible for submitting all change orders, supplemental, or project modifications to Commissioner of Property and Procurement.

Step 23. Payment documents, to include the Payment Checklist (See Appendix O) are submitted to Procurement Specialist for document review and compliance.

Step 24. The payment document procedure is repeated until final payment is requested and the project is closed out.

For RFPs Only:

Steps 1 thru 5 above remain the same.
Step 6. For RFPs:

A. Proposals are received at the Department of Property and Procurement (St. Thomas/St. Croix); only timely proposals or late proposals meeting the requirements of title 31, Virgin Islands Rules and Regulations, chapter 23, section 235-42, will be evaluated.

B. All proposals are abstracted by the designated Procurement Specialist and then routed to the Evaluation Chairperson.

Step 7. The Evaluation Committee conducts the evaluation as outlined in Step 8 above.

Step 8. Upon completion of the evaluation, an award recommendation is then forwarded to the Deputy Commissioner and/or Chief of Procurement and Contracts for review.

Step 9. An Evaluation Report is processed by the Evaluation Chairperson and then the report is forwarded to the Deputy Commissioner and/or Chief of Procurement and Contracts for review and approval. The Evaluation Report is then forwarded to the Commissioner of Property and Procurement for approval.

Step 10. A letter is sent to User Agency notifying the User Agency to begin the contracting process utilizing the professional services contract template with the awarded contractor. The User Agency develops the contract after the vendor is selected, and must develop the contract within ten (10) business days of notification from DPP. User Agencies must forward an electronic draft copy of the contract along with all required supporting documents to DPP for preview prior to securing any signatures on the contract.

Step 11. Within five (5) business days of receipt, not including the day the documents were received, DPP will review the documents and notify the User Agency of any required changes or to secure the signature of the contractor and authorized User Agency head.

Step 12. If changes are required, the User Agency must complete the changes and return the contract to DPP within three (3) business days.

Step 13. Once DPP has approved the contract for signatures, the User Agency must obtain a signed contract from the contractor within ten (10) business days of receiving approval from DPP.

Step 14. The User Agency must forward the signed contract, with the contractor’s and User Agency head’s signature, to DPP within three (3) business days of receiving the contract from the contractor. All contracts which are formally submitted to DPP for processing must be executed by the contractor and the agency head and be submitted with all required supporting documentation, the completed User Agency Checklist, and a transmittal letter.

All Professional Services Contracts must be forwarded to the DPP with a transmittal letter that contains the following mandatory information:

1. The name of the user department, agency, board or commission;
2. The name of the contractor;
3. A description of the solicitation, i.e. RFP number and dates of advertising and closing;
4. A description of the scope of work to be performed under the contract;
5. The term of the contract, and whether it contains any renewal options;
6. The compensation for the term of the contract, identify the funding source (all POs must comply with SOPP#305) and show compliance with title 33, Virgin Islands Code, chapter 113, section 3101. If this is a multi-year contract, provide a valid purchase order to cover the expenses of the current fiscal year and explain how the department will obtain subsequent years funding;
7. A list of all supporting documents included in the contract package; and
8. Any special circumstances requiring explanation in the contract.

Step 15. Procurement Specialist reviews all items submitted for responsiveness and compliance, and within five (5) business days of receipt, DPP will forward the contract to the Department of Justice for legal sufficiency review if the contract is complete and contains all required supporting documents or return it to the user agency if it is deficient so the User Agency can correct the noted deficiencies.

Step 16. User Agencies must return the corrected contract within a reasonable timeframe, but not to exceed five (5) working days, after receipt.

Step 17. Once the contract has been approved by DPP, it is submitted to the Department of Justice for legal sufficiency review and approval. Once it has been approved for legal sufficiency, the Department of Justice will forward to the Office of the Governor for final approval.

Step 18. Once the contract has been submitted by the Department of Justice to the Office of the Governor and the contract is approved by the Governor, the approved contract is returned to DPP. The Procurement Specialist then electronically distributes a copy of the contract to the User Agency. User Agencies can request a certified copy of the contract, if preferred, in which case, a hardcopy certified by DPP will be forwarded to the User Agency.

Step 19. **Once approved User Agencies are required to monitor contracts for performance, payments, and renewals.** User Agencies play an important role in ensuring compliance with the contracts and in protecting the Government’s interests, therefore, User Agencies must take immediate steps to protect the Government from any instances of non-performance or sub-standard performance.

If the contract contains renewal options and the User Agency intends to exercise an option, the User Agency must initiate the renewal process in accordance with the terms of the contract or no later than sixty (60) days prior to the expiration of the contract.

Likewise, if a User Agency determines a contract requires an amendment, the User Agency should initiate the amendment process no later than forty-five (45) days before the expiration of the contract, as amendments cannot not be processed after the expiration of the underlying contract. Contracts issued pursuant to a formal RFP can only be amended to add extra time, no changes to the scope of work or compensation are permitted.
*Contracts are not effective until signed by the Governor, therefore, contractors should not be allowed to perform work on any contract or to be paid for services prior to the full execution and approval of the contract.

C. PROCEDURES FOR BID OR PROPOSAL CANCELLATION

IFBs or RFPs may be cancelled prior to award, if it is in the best interests of the Government to do so, and cancellation is effectuated in accordance with the requirements therefor, then in effect. Per title 31, Virgin Islands Rules and Regulations, chapter 23, section 235-61, bids may be cancelled for a number of reasons including (i) services are no longer required; (ii) the IFB contained inadequate, ambiguous or otherwise deficient specifications; or (iii) the bids were collusive or submitted in bad faith. Recommendation letters from User Agencies requesting cancellation of a bid or proposal must clearly indicate the reason for said cancellation. All cancellations shall be in writing.

IV. PROCEDURES FOR PROCURING PROFESSIONAL SERVICES CONTRACTS UNDER TITLE 31, VIRGIN ISLANDS CODE, CHAPTER 23, SECTION 239

If a User Agency wishes to procure professional services under an exception to the bidding requirements, in title 31, Virgin Islands Code, chapter 23, section 236, the User Agency must submit a letter signed by the User Agency head to the Commissioner of the Department of Property and Procurement, explaining the type of services required, the basis for the request, and proof of available funding. Within five (5) days of receipt and upon verification of available funding, the Department of Property and Procurement will advise the User Agency of the necessary forms and process to procure the requested services.

The type of contract and circumstances surrounding the procurement must fall within the scope of the exception being relied upon. For example, title 31, Virgin Islands Code, chapter 23, section 239(a)(3) could be utilized if the contract amount is $50,000.00 or less, and only if the User Agency seeks at least three quotations showing competition was obtained, chooses the vendor providing the best value, and the services will not repeat within any thirty-day period.

A professional services contract can be procured under title 31, Virgin Islands Code, chapter 23, section 239(a)(8), if it is impracticable to obtain competition, because the contractor is a sole source or competition is precluded for other reasons allowed under the regulations. It is incumbent upon User Agencies to demonstrate a contractor is an actual sole source or competition is otherwise precluded in accordance with the Rules and Regulations.

Professional Services Contract can also be procured under title 31, Virgin Islands Code, chapter 23, 239(a)(4), if the User Agency obtains competitive negotiation wherever practicable. In order to use this exception, User Agencies should provide a prepared scope of work to a select group of contractors and solicit proposals from that select pool. Once the proposals are received, a selection committee for the agency should review the proposals and conduct negotiations with no less than three of the most qualified respondents. The User Agency shall select the contractor most likely capable of providing the services in the best interest of the Government.

When negotiating Professional Services Contracts User Agencies are required to consider the following factors as outlined in title 31, Virgin Islands Rules and Regulations, chapter 23, sections 239-4:
1. Comparison of prices quoted and consideration of other prices for the same or similar property or services, with due regard to other factors relating to the price, such as profits, costs of transportation and cash discounts;

2. Comparison of business reputation, capacity and responsibility of the respective persons or firms who submit offers;

3. Consideration of the quality of the purchase or contract including the same or similar previously furnished, with due regard to conformance with specification requirements;

4. Consideration of the existing and potential workload of the prospective supplier; and

5. Consideration of past performance and ability to deliver when required.

Specifically, for architecture/engineering services, User Agencies must consider the following factors as outlined in title 31, Virgin Islands Rules and Regulations, chapter 23, section 239-8:

1. Professional qualification, registration and general reputation of the principals of the firm;

2. The extent to which the firm specializes in or has designed projects of a type and scope similar to the one at hand;

3. Familiarity with the area in which the project is located;

4. Capability of meeting design schedules; and

5. Quality of performance on other projects.

Once a contractor is selected under any of the above exceptions, the User Agency develops the contract within ten (10) business days. User Agencies must forward an electronic copy of the contract along with all required supporting documents to DPP for preview prior to securing any signatures on the contract.

Within five (5) business days of receipt, not including the day the documents were received, DPP will review the documents and notify the User Agency of any required changes or to secure the signature of the contractor and User Agency head.

If changes are required, the User Agency must complete the changes and return the contract to DPP within three (3) business days.

Once DPP has approved the contract for signatures, the User Agency must obtain a signed contract from the contractor within ten (10) business days of receiving approval from DPP.

The User Agency must forward the signed contract, with the contractor’s and User Agency head’s signature, to DPP within three (3) business days of receiving the contract from the contractor. All contracts which are formally submitted to DPP for processing must be executed by the contractor and the User Agency head and
be submitted with all required supporting documentation, the completed User Agency checklist, and transmittal letter.

All professional services contracts must be forwarded to the DPP with a justification letter that contains the following mandatory information:

1. The name of the user department, agency, board or commission;
2. The name of the contractor;
3. The exception in Section 239(a) being relied upon and a description of the facts surrounding the solicitation and how it falls under the noted exception;
4. A description of the scope of work to be performed under the contract;
5. The term of the contract, and whether it contains any renewal options;
6. The compensation for the term of the contract, identify the funding source (all POs must comply with SOPP#305) and show compliance with title 33, Virgin Islands Code, chapter 113, section 3101. If this is a multi-year contract, agencies are required to provide a purchase order for the expenses of the current fiscal year and explain how the Department will obtain subsequent years funding;
7. A list of all supporting documents included in the contract package; and
8. Any special circumstances requiring explanation in the contract.

Once the contract has been submitted by the Department of Justice to the Office of the Governor and the contract is approved by the Governor, the contract is returned to DPP. Once the approved contract is received, the Procurement Specialist then electronically distributes a copy of the contract to the User Agency. User Agencies can request a certified copy of the contract, if preferred, in which case a hardcopy, certified by DPP will be forwarded to the User Agency.

Once approved User Agencies are required to monitor contracts for performance, payments, and renewals. User agencies play an important role in ensuring compliance with the contracts and in protecting the Government’s interests, therefore, user agencies must take immediate steps to protect the Government from any instances of non-performance or sub-standard performance. If the contract contains renewal options and the user agency intends to exercise an option, the user agency must initiate the renewal process in accordance with the terms of the contract or no later than sixty (60) days prior to the expiration of the contract. Likewise, if a User Agency determines a contract requires an amendment, the User Agency should initiate the amendment process no later than forty-five (45) days before the expiration of the contract, as amendments cannot not be processed after the expiration of the underlying contract. See Appendix P for the Amendment template.

V. TASK ORDER CONTRACTS

There may be instances when a User Agency’s request to procure services cannot be captured by a typical supply contract or a typical professional services contract because the services will not occur at a pre-determined or expected frequency. In those instances, the Commissioner of DPP will determine whether a Task Order Contract (See Appendix Q) is necessary based on the information contained in the User Agency’s request. Task Order Contracts are generally required for the acquisition of services under title 31, Virgin Islands Code, chapter 23, sections 239(a)(1) and (2). Task Order Contracts may be required within the discretion of the Commissioner of DPP, for services under title 31, Virgin Islands Code, chapter 23, section 239(a)(3), when the cost of services is less than $50,000.00 and not subject to a Professional Services Contract
or a Supply Contract. In such instances, the services to be performed will not occur at a pre-determined frequency, but rather can only occur when required, and upon written request by the User Agency. All standard supporting documentation required for a Professional Services Contract will be required for a Task Order Contract.

User Agencies are required to submit a written justification letter to DPP, which was signed by the agency head, which explains the need for the services, the exception in title 31, Virgin Islands Code, chapter 23, section 239(a) being relied upon, the methodology for the selection process, and the rationale for selecting the prospective contractor. The letter must identify the funding source, and comply with all other requirements necessary for the acquisition of services under title 31, Virgin Islands Code, chapter 23, sections 239(a) (1), (2) or (3) whichever is applicable. The letter must contain an “approve/disapprove” block for the Commissioner of Property and Procurement.

VI. MEMORANDA OF UNDERSTANDING AND AGREEMENT

All Memoranda of Understanding (MOU) and Agreement (MOA) must go through the approval process of DPP review, DOJ Legal Sufficiency, and approval by the Governor even though there is no exchange of funds and/or services. This applies whether the MOUs/MOAs are between government agencies only or with non-GVI entities. In all instances where there will be no exchange of funds and/or services, Memoranda of Understanding may be utilized to memorialize each party’s responsibilities and commitments to participate in a particular program or joint-partnership towards the fulfilment of a common goal. Executive Branch agencies may enter into Memoranda of Understanding with other Executive Branch agencies, Federal agencies, and with profit/ non-profit groups. Where there will be the exchange of funds or services or other valuable consideration, between Executive Branch agencies, semi-autonomous and independent instrumentalities, Federal agencies, and universities, including the University of the Virgin Islands, a Memorandum of Agreement will be required. A sample Memorandum of Understanding and Memorandum of Agreement are included as Appendix R and Appendix S respectively.

VII. PROCEDURES FOR PROCUREMENT UTILIZING FEDERAL FUNDS

For the procurement of goods and services utilizing federal funds whether in whole or in part, User Agencies must comply with the requirements in their respective grant award or the federal program under which the funds were awarded, and the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in title 2, Code of Federal Regulations, section 200. Title 2, Code of Federal Regulations, section 200, streamlines and supersedes the information contained in eight earlier US Office of Management and Budget Circulars, thus, title 2, Code of Federal Regulations, section 200, is sometimes referred to as the “Super Circular”. Pursuant to title 2, Code of Federal Regulations, section 200.90, the Virgin Islands is defined as a state and states are required to follow their own procurement laws in accordance with title 2, Code of Federal Regulations, section 200.317. Therefore, User Agencies are still required to follow the provisions of title 31, Virgin Islands Code, chapter 23, and all the associated rules and regulations when procuring goods and services using federal grant awards. In addition, to following all applicable local requirements, all states are required to comply with the requirements in title 2, Code of Federal Regulations, section 200.322 regarding the use of recovered materials in all procurement as well as ensuring all necessary clauses in title 2, Code of Federal Regulations, section 200.326 are included in state contracts. Therefore, it is imperative for User Agencies to review the terms and conditions of all federal awards and applicable sections of the Code of Federal Regulations to ensure compliance with all requirements.

[19]
APPENDIX
APPENDIX A
EXECUTIVE ORDER NO. 477-2016

THE UNITED STATES VIRGIN ISLANDS
OFFICE OF THE GOVERNOR
GOVERNMENT HOUSE
CHARLOTTE AMALIE
(340) 774-0001

EXECUTIVE ORDER NO. 477-2016

GOVERNOR OF THE VIRGIN ISLANDS OF THE UNITED STATES

WHEREAS, under VIRGIN ISLANDS CODE tit. 31 §§ 231-251, the Legislature of the Virgin Islands ("Legislature") enacted a detailed statutory scheme governing procurement contracts. The Legislature enacted this statutory scheme to ensure that government procurement is supervised by high-level officials and is carried out in an efficient, fair, and consistent manner.

WHEREAS, pursuant to VIRGIN ISLANDS CODE tit. 31 § 231, the Commissioner of Property and Procurement, in accordance with law, shall provide for an economic and efficient system for the procurement and supply of all property and non-personal services, and all related functions and establishing forms and procedures therefor.

WHEREAS, that the Commissioner of Property and Procurement in exercising his duties and responsibilities in VIRGIN ISLANDS CODE tit. 31 § 232 shall “purchase or contract for all supplies, materials, equipment and contractual services, in the manner described in this chapter, required by any and all departments, offices, boards, institutions, and other agencies of the Government of the Virgin Islands, except the Legislature and the Superior Court.”

WHEREAS, section 233 of Title 31 of the Virgin Islands Code requires that all contracts or open market purchases must have certification that there is to the credit of the department, office, board, institution or other agency concerned a sufficient unencumbered apportionment of its appropriation balance, in excess of all unpaid obligations, to defray the amount of such order or contract.

WHEREAS, pursuant to VIRGIN ISLANDS CODE tit. 31 § 234, subsections (b) and (c), any person who violates these provisions “shall be personally liable for the purchase price of articles purchased and shall be summarily dismissed from employment without regard to the provisions of chapter 25 of Title 3. Subsection (c) further provides that whoever makes a purchase for any agency of the Government without an order, as required under Subsection (a) of this section, shall be fined not more than $200.
WHEREAS, VIRGIN ISLANDS CODE tit. 33 § 3101 which provides:

No officer or employee of the Virgin Islands shall make or authorize an expenditure from, or create or authorize an obligation under, any appropriation or fund in excess of the amount available therein; nor shall any such officer or employee involve the government in any contract or obligation for the payment of money for any purpose, in advance of appropriations made for such purpose, unless such contract or obligation is authorized by law.

Section 3101 makes it mandatory that contracts must have full appropriation before they can be valid because a government contract which is not executed in conformity with a legislative appropriation of funds, as required by § 3101, is void under 31 V.I.C. § 249.

WHEREAS, unless delineated by a legal exception, all contracts for purchase or sale shall be competitively bid under VIRGIN ISLANDS CODE tit. 31 § 235 and the Rules and Regulations of the Department of Property and Procurement.

WHEREAS, VIRGIN ISLANDS CODE tit. 31 § 236 addresses the process to be undertaken in the competitive bidding and contracting process for the Government of the Virgin Islands, except as provided in § 239. Failure to abide by these provisions may result in termination of employment and/or imprisonment and fines.

WHEREAS, VIRGIN ISLANDS CODE tit. 31 § 236 sets forth further duties and responsibilities of the Commissioner of Property and Procurement in the bidding process. Section 236 (f) requires the Commissioner to file and report prior to the 15th day of each month, a report with the Governor and the Finance Committee of the Legislature listing the (1) names and addresses of all persons, firms or corporations making sales of supplies, materials, equipment or services by competitive bid under this section, (2) a description of the purchase made or services provided, and (3) the amount of the contract award. Section 236(g) mandates the Commissioner to require all prospective bidders when submitting a bid to include a certification in writing from the Lieutenant Governor that the prospective bidder (1) is registered within the Office of the Lieutenant Governor, (2) maintains a business office in the Virgin Islands, (3) has been licensed for at least one year by the Department of Licensing and Consumer Affairs to do business in the Virgin Islands, and (4) at the time of the submission of the bid has no outstanding tax liability. And finally, section 236(h) mandates that the Commissioner require all bidders for contracts in excess of five hundred thousand dollars ($500,000.00) to agree in writing to employ at least two individuals from the Welfare to Work Program, administered by the Department of Labor and the Department of Human Services.

WHEREAS, pursuant to VIRGIN ISLANDS CODE tit. 31 § 239, Open Market Purchases, certain purchases and contracts may be excused compliance with certain provisions of 31 V.I.C. § 236.

WHEREAS, each Department, Agency, Board or Commission of the Government of the Virgin Islands is required to follow the procurement laws as set forth in the Virgin Islands Code.
WHEREAS, each Department, Agency, Board or Commission of the Government of the Virgin Islands has the responsibility to prepare any contracts for services or purchases in consultation with the Department of Property and Procurement.

WHEREAS, all supporting documents including the full funding source shall be submitted by the user Department, Agency, Board or Commission’s contract to the Department of Property and Procurement for review and compliance with the statutory provisions of VIRGIN ISLANDS CODE tit. 31 §§ 231-251.

WHEREAS, after Property and Procurement’s review and compliance with the statutory provisions of VIRGIN ISLANDS CODE tit. 31 §§ 231-251, the contract shall be submitted to the Virgin Islands Department of Justice for review for legal sufficiency pursuant to VIRGIN ISLANDS CODE tit. 3 § 114.

WHEREAS, if a contract is determined to be legally sufficient, the contract is then transmitted to the Governor of the Virgin Islands for execution.

WHEREAS, once the contract is executed by the Governor of the Virgin Islands, the signed contract will be transmitted to the Department of Property and Procurement for further processing and transmission to the user Department, Agency, Board or Commission for implementation, oversight and discharge of the performance of the contract.

WHEREAS, there is a substantial and unreasonable delay in the processing of contracts in the Territory;

WHEREAS, there is a need to ensure that business of the Government of the Virgin Islands is not unreasonably delayed by bureaucracy;

NOW, THEREFORE, pursuant to the authority vested in me by Section 11 of the Revised Organic Act of 1954, as amended, it is hereby ORDERED

Section 1. Duty to Strictly Comply with the Virgin Islands Procurement Laws.

All Executive Departments, Agencies, Boards, and Commissions shall take all necessary steps to strictly comply with the procurement process pursuant to Title 31, Virgin Islands Code, §§231-251.

Section 2. Duty to Strictly Comply with Procurement Process in Executive Order.

All Executive Departments, Agencies, Boards, and Commissions shall strictly follow the procurement process in this Executive Order subject to the procurement laws codified in 31 V.I.C. §§ 231-251.
Section 3. Initiating Process.

a. The user Department, Agency, Board or Commission shall prepare a Letter of Justification, requisition or request setting forth the basis for the contract;

b. Upon receipt of the Letter of Justification, requisition or request, the Commissioner of Property and Procurement shall verify that funds are available to fulfill the contract’s financial obligations. If the Commissioner finds that there are insufficient funds, then the procurement process shall cease.

c. Upon verification from the Commissioner of Property and Procurement that there are available funds to fulfill the contract’s financial obligations, the Commissioner shall immediately assign the appropriate division to review the user Department, Agency, Board or Commissions request. This review shall be completed within five (5) business days unless an extension for good cause is granted by the Commissioner of Property and Procurement or his designee not to exceed an additional five (5) business days.

d. Upon completion of the review and the identification of the funding source, the Department of Property and Procurement shall follow its statutory obligations under 31 V.I.C. §§ 231-251.

Section 4. Preparation of Contractual Documents.

a. Within five (5) business days of the completion of the process set forth in Section 3 of this Executive Order, the Department of Property and Procurement shall assist by advising the user Department, Agency, Board or Commission of the form(s) and manner of the procurement document(s) necessary to accomplish the user Department’s, Agency’s, Board’s or Commission’s objectives;

b. Within ten (10) business days of the completion of Section 4(a), the user Department, Agency, Board or Commission shall prepare the required contractual documents and procurement package for submission to the Department of Property and Procurement for review;

c. Unless an exception exists under to 31 V.I.C. § 239, the user Department, Agency, Board or Commission shall ensure that prospective bidders submit in their bids written certification from the Lieutenant Governor of the Virgin Islands of the United States that the prospective bidder is (1) Registered in the Office of the Lieutenant Governor; (2) maintains a business office in the U.S. Virgin Islands; (3) has been licensed for at least one (1) year by the Virgin Islands Department of Licensing and Consumer Affairs to do business in the U.S. Virgin Islands; and (4) at the time of the bid submission, the bidder has no outstanding tax liability;

d. The Commissioner shall require all bidders for contracts with the Government of the Virgin Islands in excess of five hundred thousand dollars ($500,000.00) to agree in
writing to employ at least two (2) individuals from the Welfare to Work Program administered by the Department of Labor and the Department of Human Services;

e. The user Department, Agency, Board or Commission shall submit the following contractual documents in compliance with Section 4(b):

1. A current Business License;
2. Written and certified Proof of a full funding source;
3. Proof of Liability Insurance;
4. If the successful bidder is a corporation the following additional documents shall be submitted: Articles of Incorporation, Corporate Resolution of Signatory’s authority to enter in the contract with the Government of the Virgin Islands, and certificate of good standing. If any other corporate entity, i.e an LLC, then the equivalent of the documents must accompany the contract.

f. Any other documents as required by law for submission such as a professional license.

Section 5. Execution of Contractual Documents.

a. The Department of Property and Procurement shall review the user Department’s, Agency’s, Board’s, or Commission’s contractual documents within five (5) business days of receipt not including the day the contractual documents are received, and upon completion of the review, shall notify the user Department, Agency, Board or Commission to have the Contractor and the authorized signatory for the user Department, Agency, Board or Commission sign the contractual documents;

b. The user Department, Agency, Board or Commission shall notify the Contractor that the contract must be signed and returned to the user Department, Agency, Board or Commission within ten (10) days from receipt of the Contract;

c. Upon the receipt of the Contract signed by the Contractor, the user Department, Agency, Board or Commission shall forward within three (3) business days the contract to the Department of Property and Procurement;

d. Upon receipt of the contract referred to in Section 5(c), the Department of Property and Procurement shall within five (5) business days execute the contract and forward to the Virgin Islands Department of Justice for review for legal sufficiency;

e. Upon receipt of the contract referred to in Section 5(c) and (d), the Virgin Islands Department of Justice shall review the contract for legal sufficiency, pursuant to its authority under 3 V.I.C. § 114 and, if the contract is legally sufficient, shall forward a legal sufficiency memorandum to the Governor of
the Virgin Islands through the Office of Legal Counsel for the Governor of the
Virgin Islands; however, if the contract is deemed legally insufficient by the
Department of Justice, the contract shall be returned to the Department of
Property and Procurement detailing the deficiencies and providing a reasonable
time to cure any deficiencies.

Section 6. V.I. Department of Justice Legal Sufficiency Memorandum.

a. In preparing for submission to the Governor of the Virgin Islands, the Virgin
Islands Department of Justice shall prepare a memorandum on the Legal
Sufficiency of the Contract submitted for the Governor’s review. The
memorandum shall include the following:

1. The name of the user Department, Agency, Board or Commission;
2. The name of the Contractor;
3. The Project and Scope of Work for the Contract;
4. The Term of the Contract;
5. The Compensation for the Term of the Contract and reference to the
   funding source, including compliance with 33 V.I.C. § 3101;
6. Reference to compliance with Section 4(c) and (e) and listing of the
   support documents to the Contract so included; and
7. Notice of any special circumstances regarding the Contract.

Section 7. Prohibition on Contractors Performing and Being Paid for Services before
Contracts have been Fully Executed.

a. Notwithstanding any law to the contrary, no Contractor shall be permitted to
   perform any scope of work on a contract or be paid for services prior to the full
   execution and approval of the Contract.

b. To the extent that a Contract has renewable options, but has not yet been renewed
   prior to the termination of the Contract, payment for services and service may
   continue until the renewal contract is approved.

Section 8. Prohibition of Excessive Purchase Order Amounts.

a. Purchase Orders encumbering funds for Contracts shall not exceed the value of the
   contract.

b. Notwithstanding Section 8(a), the Commissioner of Property and Procurement may
   authorize a Purchase Order value which does not exceed ten percent (10%) of the
   contract value.
Section 9. **Duty to Monitor Contract Performance, Payments, and Renewals.**

a. The Contracting Officer or Contracting Officer Representative designated by the user Department, Agency, Board or Commission shall monitor all Contracts for performance, payments made on behalf of the Government of the Virgin Islands, and Renewals of Contracts.

b. If a user Department, Agency, Board or Commission intends to renew a contract, the Contracting Officer or Contracting Officer Representative designated by the user Department, Agency, Board or Commission shall initiate the process of renewal no later than 60 days prior to the expiration of the Contract or in accordance with the terms of the contract.

c. In monitoring the performance of a contractor subject to the contract, the Contracting Officer or Contracting Officer Representative designated by the user Department, Agency, Board or Commission shall take immediate steps to protect the Government of the Virgin Islands from any non-performance or sub-standard performance of the contractor subject to the contract.

Section 10. **Retired Persons Returning to Government of the Virgin Islands Workforce**

1. Prior to entering into a contractual relationship for compensation with a retired employee of the Government of the Virgin Islands who is currently receiving a service retirement annuity, the contracting Department/Agency shall confirm whether the retired employee was a Tier I employee or a Tier II employee. If the retired employee was a Tier I employee, then the procedure outlined in Section 10 paragraph 2 shall be followed.

2. If the returning retired employee was a Tier I employee, then the Department/Agency shall comply with the following:

   a. The Department/Agency contracting with the retired employee shall inform the retired employee that he or she cannot work for compensation for more than six hundred (600) hours in one year and that his or her contract shall not exceed two (2) years;

   b. The Department/Agency contracting with the retired employee shall inform such employee about the financial implications of exceeding the maximum compensated hours worked and years permitted for retired employees returning to government service by appointment or contract;

   c. The Department/Agency, as a condition of employment by the retired employee, shall require the retired employee working for compensation while receiving a service retirement annuity that such retired employee certify that
he/she has been advised of the restrictions to employment pursuant to 3 V.I.C. § 306 and 3 V.I.C. § 724, and that he/she understands the legal implications of violating such laws;

d. The Department/Agency who employs/contracts with a retired employee working for compensation while receiving a service retirement annuity shall maintain a listing and record of all Tier I retired persons it rehires or contracts for services; and

e. The Department/Agency, in addition to subparagraph Section 10(2)(d), shall provide the GERS with a copy of the retired employee’s Notice of Personnel Action (“NOPA”) and contract for employment or appointment letter.

f. The Department/Agency shall comply with the limitation on compensation of a Tier I retired contractual employee pursuant to 3 V.I.C. § 706a.

3. If it is determined that the employee is a retired Tier II employee, the provisions of 3 V.I.C. § 755(c) shall govern.

4. The Department/Agency shall comply with the limitation on compensation of a Tier II contractual employee pursuant to 3 V.I.C. § 755a.

Section 11. Effective Date of Executive Order

This Executive Order shall take IMMEDIATE EFFECT.

Section 12. All Prior Executive Orders on Procurement Processes.

All prior Executive Orders on the Virgin Islands Procurement Processes are hereby RESCINDED to the extent that it does not conflict with local law or any provision of this Executive Order.

Done and So ORDERED this 2nd day of March, 2016.

Kenneth E. Mapp
Governor

ATTEST:

Osbert E. Potter
Lieutenant Governor
POLICY MEMORANDUM.: NO. 012018

TO: All Executive Branch Departments, Agencies and Offices

FROM: Lloyd T. Bough, Jr.

Commissioner, Property and Procurement

DATE: May 17, 2018

RE: Mandatory Requirements for Justification Letters and Transmittal Letters to the Department of Property and Procurement.

The purpose of this memorandum is to provide guidance to all Executive Branch departments on the mandatory requirements for all justification letters and transmittal letters which are being submitted to the Department of Property and Procurement (“DPP”).

The information contained in this memorandum will supplement DPP’s Policy No. 012016, which became effective on October 1, 2015. The requirements outlined below and further illustrated in the enclosed samples will be required in all letters submitted to the DPP beginning May 29, 2018. The sample letters are for illustrative purposes only and to provide guidance. Commissioners, departments, emails and citations to provisions in the VI Code, specific to the functions of agencies are fictional. However, all references to Title 31, Chapter 23, are correct. Any letter submitted May 29, 2018, or later, which does not contain the requirements outlined in this memorandum will not be approved.

Effective May 29, 2018, all justification letters and supporting documents for the basic procurement of goods and services must be submitted to the Department via email at justificationletters@dpp.vi.gov. Once justification letters are submitted by email a hardcopy is not required. In the event an agency is unable to submit a justification letter via justificationletters@dpp.vi.gov, a hardcopy may be submitted at DPP’s Main Office at 3274 Estate Richmond, Christiansted VI 00820. This does not include letters for requests for proposals and invitations for bids, those letters must be submitted as normal via hardcopy with all supporting documents in either the St. Thomas or St. Croix Office.

[29]
A. Justification Letters seeking approval under 31 V.I.C. § 239(a)(3)

Based on the provisions of 31 V.I.C. § 239(a)(3), supplies materials and equipment may be purchased and contractual services negotiated for in the open market, provided that the following conditions are all met:

1. The aggregate amount involved is $5,000.00 up to and including $50,000.00 (splitting purchases to avoid this threshold is not permitted);
2. At least three (3) comparable quotations are sought from various vendors;
3. The vendor offering the best value is selected;
4. The purchase is certified by the agency head or certifying officer; and
5. The agency has not made the same purchase of the same supplies, materials or equipment or contracted for the same professional services from any firm or company in any thirty (30) period.

Therefore, if the conditions above are satisfied and an agency wishes to proceed under this exception, and the agency chooses the lowest of the three quotations, a justification letter is not required to be submitted to DPP. Attach all quotes in the ERP during requisition entry and proceed through the approval process. However, if the user agency does not choose the lowest of the three quotes or is unable to provide three (3) quotes, a justification letter is required. The justification letter in support of this request must:

1. Include a reference that approval is being sought under 31 V.I.C. § 239(a)(3);
2. Explain or describe the supplies or materials being purchased or the services being procured;
3. State the vendor selected and the price accepted;
4. List all quotations received, the amounts in which they were received, and the dates on the quotations;
5. Enclose copies of all quotations received;
6. Identify the source of funding and/or requisition number; and
7. Be signed by the agency head or certifying officer.

Please note, if the agency is unable to obtain three (3) quotations, the agency is still required to demonstrate the efforts it took to solicit the three (3) quotes. As such, the agency should list the companies from which it sought quotations in the letter, and identify those companies who did not or who were unable to provide quotations in the timeframe requested. In addition, the agencies must submit the email thread and all correspondence requesting quotations from different companies and any responses from the companies declining the service. All justification letters must contain an “Approved/Disapproved” block for the Commissioner of Property and Procurement to execute. Additionally, all justification letters must include a point of contact for the requesting agency, with sufficient knowledge of the information contained in the justification letter to answer any questions and/or provide additional documentation to DPP upon request.

In addition, all justification letters seeking approval for the purchase of information technology equipment (i.e. computers and laptops), telecommunications equipment (phone systems), software and related services, must be include an “Approved/Disapproved” block for the Director of the Bureau of Information Technology (“BIT”) in accordance with Title 3, Section 10b(d)(3) of the Virgin Islands Code, prior to submitting to the Department of Procurement and Procurement. Therefore, all such justification letters must first be submitted to BIT for approval.

See enclosed sample justification letters (2).

B. Justification Letters seeking Approval under 31 V.I.C. §239(a)(8)
Based on the provisions of 31 V.I.C. § 239(a)(8), supplies materials and equipment may be purchased and contractual services negotiated for in the open market, provided that the purchase or contract is for property or materials for which it is impracticable to obtain competition. Impracticable means impossible, it does not mean difficult or infeasible.

The Rules and Regulations further illustrate the circumstances under which this exception can be used in 31 V.I. R. & REGS. § 239-12. This includes the following:

1. The property or services can only be obtained from one person or firm (sole source of supply) – this does not mean the only vendor contacted by an agency, it literally means the only vendor who can provide the property or services.

2. Competition is precluded because of the existence of patent rights, copyrights etc. However, the mere existence of such rights does not automatically preclude competition.

3. Bids were invited pursuant to law and no responsive bid has been received from a responsible bidder.

4. The contemplated procurement for training film, textbooks, including legal reports and similar items.

5. The contemplated procurement for parts or components being procured as replacement parts in support of equipment specially designed by the manufacturer, where data is not adequate to assure that another part or component will perform the same function in the equipment as that part or component it will replace.

The list above is not exhaustive, for additional information, please refer to Title 31, Section 239-12 of the Rules and Regulations for additional examples.

If the conditions above are satisfied and an agency wishes to proceed under this exception, the justification letter in support of this request must:

1. Include a reference that approval is being sought under 31 V.I.C. § 239(a)(8);
2. Explain or describe the supplies or materials being purchased or the services being procured;
3. Name the vendor selected, the price for the goods or services and the date on the quote;
4. Sufficiently explain why it is impracticable to obtain competition based on the requirements in 31 V.I.C. § 239(a)(8) and the examples in Title 31, Section 239-12 of the Rules and Regulations;
5. Identify the funding source and/or requisition number; and
6. Be signed by the agency head or certifying officer.

It is the responsibility of the requesting agency to demonstrate to the satisfaction of the Department of Property and Procurement, within the package submitted, that the procurement squarely falls within the provisions in 31 V.I.C. § 239(a)(8) and the examples in Title 31, Section 239-12 of the Rules and Regulations. Otherwise the request will be disapproved. All justification letters must contain an “Approved/Disapproved” signature block for the Commissioner of Property and Procurement. In addition, all justification letters must include a point of contact for the requesting agency, who has sufficient knowledge of the information contained in the justification letter to answer any questions and/or provide additional documentation to DPP, upon request.
See enclosed sample letters (2).

**C. Transmittal Letters for Contracts Procured under 31 V.I.C. §239(a)(4)**

Based on the provisions of 31 V.I.C. § 239(a)(4), items may be purchased or services contracted for in the open market, provided that the purchase or contract is for professional services and are procured through competitive negotiation, wherever practicable. Examples of professional services include architectural and engineering services, consultancy, accounting or auditing services, legal services and medical services. When using this exception agencies are required to solicit proposals from at least three (3) qualified firms.

In accordance with Title 31, Section 239-8 of the Rules and Regulations, the Government must:

1. Review the qualifications and proposals of at least three (3) firms;
2. Conduct discussions severally with the firms; and
3. Select the firm which best meets the selection criteria and is most capable of performing the services in the best interest of the Government.

If the requirements above are met, and the agency wishes to procure contractual services under Title 31, Section 239(a)(4) of the Virgin Islands Code, the justification letter accompanying the contract, must contain the following information:

1. The name of the user department, agency, board or commission;
2. The name of the contractor;
3. A reference to 31 V.I.C. § 239(a)(4) and a description of the facts surrounding the procurement and how it falls under the noted exception (i.e. how the agency solicited proposals, how many firms were contacted, how many responded, and why the contractor was selected);
4. A description of the scope of work to be performed under the contract;
5. The term of the contract, and whether it contains any renewal options, if the contract is for continuous services, the commencement date of the contract must be the day after the last contract expired, thus if the last contract was from January 1, 2016-December 31, 2016, the new contract starts on January 1, 2017 and terminates on December 31, 2017;
6. The compensation for the term of the contract and identify the funding source. All POs must comply with SOPP#305 and show compliance with 33 V.I.C. §3101. If this is a multi-year contract, agencies are required to provide a purchase order for the expenses for the current fiscal year and explain how the Department will obtain subsequent years funding;
7. A list of all supporting documents included in the contract package (this includes all required corporate documents, a copy of the Department’s proposal and copies of the responses from the firms contacted); and
8. Any special circumstances requiring explanation in the contract.

All contracts must be accompanied by a completed copy of the user agency checklist. There are no exceptions. See enclosed sample letter (1).

**D. Transmittal Letters for Contracts Procured Through the Formal Advertising Process in 31 V.I.C. § 236.**
All Professional Services Contracts must be forwarded to the DPP with a transmittal letter that contains the following mandatory information:

9. The name of the user department, agency, board or commission;
10. The name of the contractor;
11. A description of the solicitation, i.e. RFP number and dates of advertising and closing;
12. A description of the scope of work to be performed under the contract;
13. The term of the contract, and whether it contains any renewal options;
14. The compensation for term of the contract and identification of the funding source. All POs must comply with SOPP#305 and show compliance with 33 V.I.C. §3101. If this is a multi-year contract, agencies are required to provide a purchase order to cover the expenses for the current fiscal year and explain how the Department will obtain subsequent years funding;
15. A list of all supporting documents included in the contract package; and

All contracts must be accompanied by a completed copy of the user agency checklist. There are no exceptions. See enclosed sample letter (1).

If there are any questions on the information contained in this memorandum, please contact Dynell R. Williams, Deputy Commissioner of Procurement at (340) 773-1561 or via email at dynell.williams@dpp.vi.gov.
The Honorable Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, US Virgin Islands 00820

Re: Justification Letter – ABC Co., Ltd – Purchase of Field Assessment Tool

Dear Commissioner Bough:

The Department of Social Services (“DSS” or “Department”) needs a new field assessment tool. The Department uses field assessment tools to document findings during routine investigations. The Department wishes to purchase the necessary field assessment tool from ABC Co., Ltd. for Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($8,623.00). We respectfully request your approval of this purchase in accordance with 31 V.I.C. § 239(a)(3).

DSS solicited quotations for the field assessment tool from three different vendors. All three vendors responded and provided a quotation, copies of which are enclosed. The quoted prices are as follows:

1. ABC Co. Ltd. - $8,623.00, dated March 1, 2018
2. Beach Distributing, Inc. - $7,999.00, dated February 26, 2018
3. Assessment Tools, LLC - $10,950.00, dated February 25, 2018

Although not the lowest of the three quotations, DSS believes ABC Co., Ltd provides the best value for the Government and should be selected. The field assessment tool from ABC Co. Ltd easily interfaces with the software used for storing information at DSS. ABC Co. Ltd, is the only company with certified technicians for repair and maintenance of the field assessment tools in the Virgin Islands. The other two companies would require shipping the equipment out of the Territory for routine maintenance and repairs.

Funding is available for this purchase through the Field Investigations Special Fund, Account No.000001 ORG No. 0000002.

Therefore, based on the foregoing, DSS requests your approval to purchase the needed field assessment tool from ABC Co. Ltd. Should you have any questions, please contact Jane Bronte, Director of Field Investigations at (340) 774-0000 or via email at jane.bronte@dss.vi.gov.

Sincerely,

Charlotte Austen
Commissioner

APPROVED/ DISAPPROVED

_________________________________   ______________________
Lloyd T. Bough, Jr.                       Date
Commissioner, Property and Procurement
The Honorable Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, US Virgin Islands 00820

Re: Justification Letter – The Ice Specialist, LLC – Ice Machine Purchase

Dear Commissioner Bough:

The Department of Parks ("DP" or "Department") needs a new ice machine for the recreation center at Public Park 1. The ice machine will be used during summer camp and other activities the Department hosts at the Park. The Department wishes to purchase the necessary 15lb ice machine from The Ice Specialist, LLC, for Twelve Thousand Six Hundred and 00/100 Dollars ($12,600.00). We respectfully request your approval of this purchase in accordance with 31 V.I.C. § 239(a)(3).

DP solicited quotations via email for the ice machine from three different vendors and asked for a response within five (5) days. Quotes are requested from The Ice Specialist, LLC, Ice R Us, and Cool Ice, Inc. Only two quotations were received and are enclosed. The two quotations are as follows:

1. The Ice Specialist, LLC – Quote No. 002 (dated 12/01/2017) - $12,600.00; and
2. Cool Ice, Inc. – Quote No. CII 474 (dated 12/03/2017) - $15,000.00

Ice R Us, does not carry ice machines and a copy of the email response from Ice R Us is enclosed. DP selected The Ice Specialist, the lowest of the two quotes. Funding is available through the Park Revolving Fund Org No. 0001123.

Therefore, based on the foregoing, DP requests your approval to purchase the ice machine from The Ice Specialist, LLC. Should you have any questions, please contact John Willoughby, Director of Parks at (340) 774-5687 or via email at john.willoughby@dp.vi.gov.

Sincerely,

David Charles, Jr.
Commissioner

APPROVED/ DISAPPROVED

__________________________   ________________
Lloyd T. Bough, Jr.     Date
Commissioner, Property and Procurement
SAMPLE JUSTIFICATION LETTER NO. 3
Authority: 31 V.I.C. § 239(a)(8)

The Honorable Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, US Virgin Islands 00820

Re: Justification Letter – General Water Assessments LLC

Dear Commissioner Bough:

The Department of Public Water Systems (“DPWS” or “Department”) is seeking your approval to purchase an instant read water quality testing tool, known as H2O – 5000©, from General Water Assessments, LLC in the amount of Thirty-Two Thousand Three Hundred Forty and 30/100 Dollars ($32,340.30). Your approval is requested in accordance with the provisions of 31 V.I.C. § 239(a)(8).

DPWS is required by 50 V.I.C. § 1000(s) to provide instant water quality testing at public campgrounds whenever requested by the Park Superintendent. General Water Assessments, LLC is the manufacturer of the only instant read water quality testing tool that has been approved by the required federal and local regulatory agencies. The H2O – 5000© provides water quality testing results in as little as five minutes with a 99.99% accuracy rate. Therefore, DPWS is unable to obtain competition for this vital piece of equipment as no other alternative exists. A copy of the quotation, dated March 17, 2018, is enclosed for your perusal.

Funding is available from the Public Water Systems Revolving Fund, Account No. RPWS0001, ORG. No. 000003.

Based on the foregoing, your approval is requested in accordance with 31 V.I.C. § 239(a)(8). If you have any questions, please not hesitate to contact Ms. Emily Austen, Director of Water Testing at (340) 773-0000 or via email at emily.austen@dpws.vi.gov.

Sincerely,

Marianne Willoughby
Commissioner

APPROVED/ DISAPPROVED

______________________________     Date: ___________
Lloyd T. Bough, Jr.
Commissioner, Property and Procurement
The Honorable Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, US Virgin Islands 00820

Re: Justification Letter – General Water Assessments LLC – Purchase of Thermometer

Dear Commissioner Bough:

The Department of Public Water Systems (“DPWS” or “Department”) is seeking your approval to purchase a thermometer for our instant read water quality testing tool, known as H2O – 5000©, from General Water Assessments, LLC. The thermometer costs Five Thousand Three Hundred Forty and 30/100 Dollars ($5,340.30) as shown on the enclosed quote dated, March 17, 2018. Your approval is requested in accordance with the provisions of 31 V.I.C. § 239(a)(8).

DPWS is required by 50 V.I.C. § 1000(s) to provide instant water quality testing at public campgrounds whenever requested by the Park Superintendent. General Water Assessments, LLC (“GWA”) is the manufacturer of the only instant read water quality testing tool that has been approved by the required federal and local regulatory agencies. The thermometer is a component part of the H2O-5000©, which tests various parameters to include dissolved solids and temperature. Since the thermometer is a critical component part manufactured by GWA, especially for the H2O-5000©, DPWS is unable to obtain competition for this vital piece of equipment as no other alternative exists. Funding is available from the Public Water Systems Revolving Fund, Account No. RPWS0001, ORG. No. 000003.

Based on the foregoing, your approval is requested in accordance with 31 V.I.C. § 239(a)(8). If you have any questions, please not hesitate to contact Ms. Emily Austen, Director of Water Testing at (340) 773-0000 or via email at emily.austen@dpws.vi.gov.

Sincerely,

Marianne Willoughby
Commissioner

APPROVED/ DISAPPROVED

________________________________________     Date: ___________
Lloyd T. Bough, Jr.
Commissioner, Property and Procurement
The Honorable Lloyd T. Bough, Jr.  
Commissioner  
Department of Property and Procurement  
3274 Estate Richmond  
St. Croix, US Virgin Islands 00820

Re:  Proposed Professional Services Contract between Government of the Virgin Islands – Department of Social Services and Child PsychCare, Inc.

Dear Commissioner Bough:

The Department of Social Services (“DSS”) hereby submits the proposed contract for professional services between the Government of the Virgin Islands and Child PsychCare Inc., for review and approval and further processing to the Department of Justice.

DSS is in need of a contractor to provide counseling services to children ages 10 through 13. A request for proposals for the services was issued on May 9, 2017 and received on June 8, 2017. Two companies responded to the solicitation – Child PsychCare, Inc. and Insightful Children LLC. Both companies were deemed responsive to the RFP. After the completion of the evaluation and negotiation process, Child PsychCare, Inc. was recommended for the award.

Under the proposed terms, the contract will commence upon the Governor’s execution and will terminate two years thereafter. The contract contains a renewal option for an additional two year term. The maximum compensation payable under the proposed contract for the entire term is Five Hundred Thousand and 00/100 ($500,000.00). Proof of funding through the end of this fiscal year is provided via Purchase Order No. 102 in the amount of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) dated October 1, 2017. PO No. 102 is valid under the terms of DOF SOPP#305. DSS has satisfied the full funding requirement of 33 V.I.C. § 3101. Subsequent years funding will be requested through the Office of Management and Budget under Project Code M404.

In order to facilitate this request, please note the following documents are enclosed:

1. Original contract (1);
2. Copy of VI Business License (expires June 30, 2018);
3. Purchase Order No. 102 dated October 1, 2017;
4. VI Certificate of Good Standing (dated August 17, 2017 and valid thru June 30, 2018);
5. Certificate of Commercial General Liability Insurance and Endorsement (expires November 16, 2018);
6. Certificate of Professional Liability Insurance (expires November 15, 2018);
7. Professional licenses for John Doe, PhD (expires January 6, 2022) and Janet Doe, PhD (expires June 11, 2019);
8. Professional Certificates of Good Standing for John Doe and Janet Doe (cannot be more than 90 days old)
9. Copy of articles of incorporation; and
10. Copy of corporate resolution.

If you have any questions, please not hesitate to contact Ms. Margaret Thomas, Executive Assistant Commissioner at (340) 774-0000 or via email at margaret.thomas@dss.vi.gov.

Sincerely,
Charlotte Austen
Commissioner

Enclosures
SAMPLE TRANSMITTAL LETTER FOR CONTRACTS NO. 2
Contract Pursuant to 31 V.I.C. § 239(a)(4) without Formal Advertisement

The Honorable Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, US Virgin Islands 00820


Dear Commissioner Bough:

The Department of Public Water Systems (“DPWS”) hereby submits the proposed contract for professional services between the Government of the Virgin Islands and Public Health Quality Assessments Inc., for review and approval and further processing to the Department of Justice.

DPWS is in need of a contractor to develop educational outreach materials on water quality at campgrounds and selected Public Health Quality Assessments, Inc. in accordance with 31 V.I.C. §239(a)(4), which requires competitive negotiation wherever, practicable. DPWS developed a proposed scope of work, a copy if which is enclosed and provided it to a select group of four environmental consultants and requested they submit proposals. Three of four consultants, submitted proposals to DPWS. DPWS convened an evaluation committee and after the completion of the evaluation and negotiation process, Public Health Quality Assessments, Inc. was recommended for the award.

Although Public Health Quality Assessments’ negotiated contract price is more expensive than the other two proposals, Public Health Quality Assessments’ 30 years of experience and UNICEF and WHO awards for relevant and timely educational outreach materials and its expert use of various social media platforms, Public Health presented the best value for the Government.

Under the proposed terms, the contract will commence upon the Governor’s execution and will terminate 365 days thereafter. The contract does not contain any renewal options. The maximum compensation payable under the proposed contract for the entire term is Seventy-Five Thousand and 00/100 Dollars ($75,000.00). Purchase Order No. 100 in the amount of Seventy-Five Thousand and 00/100 Dollars ($75,000.00) dated October 1, 2017 is enclosed. PO No. 100 is valid under the terms of DOF SOPP#305 and satisfies the full funding requirement of 33 V.I.C. § 3101.

In order to facilitate this request, please note the following documents are enclosed:

1. Original contract (1);
2. Copy of VI Business License (expires June 30, 2018);
3. Purchase Order No. 100 dated October 1, 2017;
4. VI Certificate of Good Standing (dated August 17, 2017 and valid thru June 30, 2018);
5. Certificate of Commercial General Liability Insurance and Endorsement (expires November 16, 2018);
6. Certificate of Professional Liability Insurance (expires November 15, 2018);
7. Certificate of Worker’s Compensation Insurance (expired November 15, 2018);
8. Copy of articles of incorporation; and
9. Copy of corporate resolution;

Should you have any questions or require additional information to process this request, please do not hesitate to contact Agnes R. Smith, Executive Assistant Commissioner at (340) 773-0000 or via email at agnes.smith@dpws.vi.gov.
Sincerely,

Marianne Willoughby
Commissioner

Enclosures
## SOPP # 105 (Requisitioning)

### Effective Date:
- **July 12, 2016**

### Prepared By:
- Accounting Division

### Approved By:
- Commissioner of Finance

<table>
<thead>
<tr>
<th>Title</th>
<th>REQUISITIONING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose</strong></td>
<td>To ensure uniformity and compliance with procurement regulations made throughout the central Government of the Virgin Islands utilizing the Enterprise Resource Planning (ERP) System.</td>
</tr>
</tbody>
</table>

| Policies |  
|---|---|
| ✓ | Requisitions are initiated by the end-user department/agency; |
| ✓ | The following items **DO NOT** require a requisition and are valid for straight payment processing via the Accounts Payable Module:  |
| a. | Sub-Grants, Scholarships and Subsidies  |
| b. | Petty Cash/Impress Funds  |
| c. | Postage (i.e. USPS, Fed Ex, UPS, DHL, Pitney Bowes, etc.)  |
| d. | Subscriptions and membership dues  |
| e. | Inter-Fund Transfers and Inter-Governmental Transfers  |
| f. | Judgments & Claims  |
| g. | Executed leases for property and/or equipment rentals (i.e. office, parking spaces, Xerox, etc.)  |
| h. | Refunds  |
| i. | Travel Reimbursements  |
| j. | Travel Advances (Inter- and Off-Island)  |
| k. | Stipends  |
| l. | Uniform Allowances  |
| m. | Utilities (e.g., light, water, telephone, mobile and data provider services)  |
| n. | Security Services (i.e., Recurring security monitoring services with approved contract only)  |
| o. | Workmen’s Compensation  |
| p. | Bulk Transportation Tickets (for travel related to medical and/or medical emergency care only)  |
| q. | Emergency Task Orders executed by Property and Procurement  |
| r. | Private donations  |

☐ **NOTE**: Purchases utilizing private donations shall be conducted in accordance with the written intent of the donor. The written intent of the donor must be attached to the straight payment transaction in the ERP System. If a department/agency wishes to utilize any private donations outside of its intended purpose, written permission must be given from the donor. Additionally, if a private donation is given without any intended purpose, the funds should be utilized in the best interest of the department/agency.
When practicable, purchases utilizing private donations should procure goods and services in a timely manner based upon the most favorable terms (i.e., after careful consideration of competing offers and without unduly sacrificing quality and performance).

| ✓ | Except as noted above, normal bulk ticket purchases and payments to travel agencies are to be routed through Property and Procurement. |
| ✓ | All fix Asset Forms must be itemized and completed in its entirety. |
| ✓ | The practice of transmitting justification letters external to the ERP System for purposes of obtaining an “advance written paper-driven approval” from the Department of Property & Procurement and/or Department of Finance is unwarranted and redundant; requisitions must have proper supporting documentation attached (e.g., quotations, bids, proposals and letters of justification) executed by the department/agency head and attached to a requisition at the point-of-entry; |
| ✓ | Except for certain exemptions, as provided for under Title 31 V.I.C. § 239; procurements of goods and/or services with a total cost not exceeding fifty thousand dollars ($50,000) require at least three (3) vendor quotations/bids and must be attached to the requisition at point-of-entry; |
| ✓ | The selection of a vendor by the user agency shall be made to the lowest responsive responsible vendor quote/bid; however, in those instances where the lowest responsive responsible vendor quote/bid is not selected, the department head must attach a written justification letter to the requisition within the ERP System at the point-of-entry, outlining the specific circumstance(s) that gave rise to selecting an alternate vendor quote/bid; |

| ✓ | Once a requisition is converted to a purchase order, the purchase order will generally remain active for ninety (90) days from the date of conversion (i.e., purchase order date); |
| ✓ | Purchase Orders encumbered with the Government of the Virgin Islands to support contracts, MOA, MOU or to accompany a solicitation document, such as bid or proposal, in support of a forthcoming contract, are exempt in accordance with SOPP# 305. |
| ✓ | Contract and Lease Renewals must be addressed directly with the Commissioner of Property & Procurement; |
| ✓ | With the exception of goods and/or services that require a binding contract with the Government of the Virgin Islands (e.g., RFP), requisitions processed at year-end for the sole purpose of encumbering funds to charge future years’ expenditures against current year budgets shall be subject to rejection by the Department of Property & Procurement; |
| ✓ | With the exception of encumbrance balances that are exempt as delineated in SOPP# 305; all other encumbrance balances (i.e., goods and services) reflected on the VISION ERP System in excess of ninety (90) days shall be subject to cancellation/deletion. Department of Finance may grant special permission to maintain encumbrances beyond
ninety (90) days, with proper written justification from the respective department’s agency head;

- Departments/agencies must assign an appropriate vendor code for each requisition;
- Departments/agencies must include the appropriate commodity code that best describes the desired goods or services. Commodity codes are used to facilitate inventory and fixed assets management;
- Departments/agencies shall not edit the default description of any commodity code;
- Use General Notes to enter specific details of the commodities or services;
- Requisitions shall only be initiated using a vendor with an Active status;
- Use Vendor/Sourcing Notes to enter vendor-specific details for the requested goods or services;

- Departments/agencies must confirm/verify that the vendor’s preferred and accurate purchase order remit address is applied to the requisition. Assigning the preferred remit address will expedite delivery of the purchase order to the vendor;
- Departments/agencies must confirm/verify the receiving (Ship to) address for all goods and services. The shipping address enables vendors to deliver items purchased to the appropriate location. This should include the physical address of the office location, telephone number, and e-mail contact;
- Items being purchased must be clearly identified at the unit level (i.e., there must be a separate line item that includes, quantity and cost per unit, and description for each piece of merchandise). Accompanying items may be combined (e.g., monitor, keyboard and cables/cords for a personal computer), however, supplementary items (e.g., printer, scanner, external drive for a personal computer) must be itemized separately;
- For services, related services may be clustered singularly; nonrelated services must be itemized separately; all services must be sufficiently described on the requisition;
- Department and agencies must ensure that the correct Org/Object/Project is being applied to requisitions for proper transaction recording in the Government’s General Ledger;
- Requisitions shall not be assigned to payroll object codes;
- Purchases that are assigned to capital accounts objects, are considered fixed assets. Items that satisfy the capitalization threshold cost of $5,000 or greater, must be flagged as fixed assets transactions. Valid fixed assets object codes are as follows:

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Object Code Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>570000</td>
<td>Capital Outlay</td>
</tr>
<tr>
<td>571000</td>
<td>Building and Improvements</td>
</tr>
<tr>
<td>571110</td>
<td>Land &amp; Land Improvements</td>
</tr>
<tr>
<td>571300</td>
<td>Infrastructure</td>
</tr>
</tbody>
</table>
✓ Requisitions will follow the department/agency’s duly authorized embedded business rules/workflow of the approval process. All requisitions must be assigned both department/agency workflow, as well as Department of Property and Procurement (DPP) business rules. Any requisition that has been released into the workflow, but yet not assigned to any approver at the department/agency/DPP level, must be immediately communicated to the user agency head and subsequently, to the Department of Finance MIS Division;

✓ Requisitions are subject to capture and cancellation if not released and thoroughly approved at the department level, on or before the DPP’s deadline for end-of-fiscal-year requisitioning. Any requisition that is not approved at the end of the fiscal year, shall be cancelled from the ERP System;

✓ Purchases that obligate the Government of the Virgin Islands by any department or agency without a written approved purchase order by Property and Procurement Commissioner or his designee is deemed a confirming order. Confirming orders are illegal. There is no provision in the Virgin Islands code or in the Virgin Islands rules and regulations authorizing the issuance and approval of confirming orders.

✓ Specifically, 33 V.I.C. § 3111 states, “Except as otherwise provided by law, all balances of appropriations contained in the annual appropriation bills and made specifically for the service of any fiscal year shall only be applied to the payment of expenses properly incurred during that year, or to the fulfillment of contracts properly made within that year. (As used in this section, the phrase "expenses properly incurred" shall not include general encumbrance documents executed without obligation to specific vendors or for services by a specific person.");

✓ The requisitioning process ends when the requisition is converted to a purchase order. At the outset, a requisition is in a ‘Created’ state; after it is released into workflow, the requisition moved to the ‘Released’ state. Subsequent to approval(s) at the department/agency level, the requisition is automatically forwarded to DPP, for further review, and final approval, providing its acceptability. The approved requisition is then converted to a purchase order, bearing authorizing signature(s);

✓ Requisition processing status are as follows:

<table>
<thead>
<tr>
<th>Status code</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Created</td>
</tr>
<tr>
<td>4</td>
<td>Allocated</td>
</tr>
<tr>
<td>6</td>
<td>Released</td>
</tr>
<tr>
<td>7</td>
<td>Approved</td>
</tr>
<tr>
<td>0</td>
<td>Converted</td>
</tr>
<tr>
<td>Responsibilities</td>
<td>Departments/agencies are responsible for the following:</td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>✓ Enter requisitions within regulatory guidelines;</td>
</tr>
<tr>
<td></td>
<td>✓ Attach appropriate supporting documentation to requisitions; ✓ Verify that requisitions have been released and sent to approvers;</td>
</tr>
<tr>
<td></td>
<td>✓ Follow-up on the status of requisitions;</td>
</tr>
<tr>
<td></td>
<td>✓ Ensure requisitions that have been converted to purchase orders are forwarded to vendors in a timely manner;</td>
</tr>
<tr>
<td></td>
<td>✓ Ensure purchase orders are liquidated within the ninety (90) day limit.</td>
</tr>
</tbody>
</table>

Department of Property and Procurement is responsible for the following:

- Reviewing requisitions to ensure compliance with regulations;
- Approving requisitions that comply with procurement rules and regulations;
- Converting fully approved requisitions into purchase orders;
- Forwarding purchase orders to the departments/agencies and/or to vendors in a timely manner.

§ 236. Contract procedure

(a) All purchases of, and contracts for, supplies, materials, equipment, and contractual services, and all sales of personal property which has become obsolete and unusable, shall be based on competitive bids, except as provided in section 239 of this title. If the amount of the expenditure is estimated to exceed $50,000 or the amount of the sale if estimated to exceed $50,000 the contract shall be in writing. Notices inviting sealed competitive bids shall be published in the newspapers of general circulation within the Virgin Islands, and at least five calendar days shall intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids and also where the property may be inspected.

(b) The Commissioner of Property and Procurement shall solicit sealed bids from all responsible prospective suppliers or purchasers who have requested their names to be added to the bidders' list, by sending them such notices as will acquaint them with the proposed purchase or sale. All pending purchases or sales shall also be advertised by a notice posted on a public bulletin board in the Department of Property and Procurement.

(c) All bids shall contain a specific itemization of all units bid upon and the unit price thereof and shall be submitted sealed to the Commissioner of Property and Procurement and, when deemed necessary, shall be accompanied by surety in the form of check, cash, irrevocable letter of credit or bond in such amount as shall be prescribed in the public notice inviting bids. The bids shall be opened in public at the time and place stated in the newspaper notices. A tabulation of all bids received shall be filed for public inspection. The Commissioner of Property and Procurement may reject any or all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the Commissioner of Property and Procurement may award the contract to one of the bidders by drawing lots. Otherwise the contract shall be awarded to the bidder offering the most advantageous service to the government, quality offered, delivery terms and service reputation taken into consideration. Service reputation shall be determined by the Commissioner of Property and Procurement by actions, including but not limited to an analysis of the credit worthiness of the business and the principals in the business, utilizing such independent credit bureaus as may be appropriate. No bid shall be considered by the Commissioner of Property and Procurement unless the bid includes a financial disclosure statement and a work experience statement. The Commissioner shall issue rules concerning the type of information to be submitted. The rules shall include a sample form of each statement. The Commissioner of Property and Procurement shall discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.

(d) Each bid, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated shall, after the award of letting of the contract, be opened to public inspection. A bond or an irrevocable letter of credit for the proper performance of each contract may be required by the Commissioner of Property and Procurement.

(e) Sales shall be made to the highest responsible bidder. All contracts shall be in form previously approved. If the successful bidder shall not within ten days after the award complete his contract, he shall forfeit any surety which accompanied his bid.
(f) The Commissioner of Property and Procurement shall file prior to the 15th day of each month, a report with the Governor and the Finance Committee of the Legislature listing (1) the names and addresses of all persons, firms or corporations making sales of supplies, materials, equipment or services by competitive bid under this section, (2) a description of the purchase made or service provided, and (3) the amount of the contract award.

(g) The Commissioner of Property and Procurement shall require all prospective bidders when submitting a bid to include a certification in writing from the Lieutenant Governor that the prospective bidder is registered with the Office of the Lieutenant Governor, maintains a business office in the Virgin Islands, has been licensed for at least one year by the Department of Licensing and Consumer Affairs to do business in the Virgin Islands and at the time of the submission of the bid has no outstanding tax liability.

(h) The Commissioner of Property and Procurement shall require all successful bidders for contracts in excess of $500,000.00 to agree in writing to employ at least two individuals from the Welfare to Work Program, administered by the Labor and Human Services Departments.
APPENDIX E
Title 31, Virgin Islands Code, Chapter 23, Section 239

31 V.I.C. § 239

Virgin Islands Code Annotated > TITLE THIRTY-ONE Public Works and Property > PART II. Public Property > Chapter 23. Procurement and Sale

§ 239. Open market purchases

(a) Supplies, material and equipment may be purchased and contractual services negotiated for, in the open market without observing the provisions of section 236 of this title provided—

(1) the Governor declares, in the public interest by Proclamation that a State of Emergency exists and specifies in such Proclamation those purchases and/or services which may be obtained without observing the provisions of said section 236;

(2) there exists a threat to public health, safety or welfare under emergency conditions as defined in regulations prescribed by the Commissioner; provided, that such emergency procurements shall be made with such competition as is maximally practicable under the circumstances; and provided further, that all procurements made pursuant to this item shall be clearly stamped “PUBLIC EXIGENCY”;

(3) the aggregate amount involved is not more than $50,000; provided however, that no more than one such purchase of the same supplies, materials, or equipment or contract for the same professional service shall be made by any agency or semiautonomous agency of the Government from any person, firm, partnership, or corporation in any 30-day period; and provided, further, that only the head of the department or agency or semiautonomous agency or the certifying officer is authorized to certify expenditures between $5,000 and $50,000 for open market purchases and negotiated contracts for services, made pursuant to this paragraph and provided further that at least three quotations be sought from the several vendors and the purchase be made from the best value;

(4) the purchase or contract is for professional services; provided that such services shall be procured by competitive negotiation, wherever practicable;

(5) the purchase or contract is for property or services to be procured and used outside the Virgin Islands; provided that such property or services shall be procured by competitive negotiation;

(6) the purchase or contract is for (a) medicine or medical, hospital, laboratory, surgical equipment and supplies; or (b) supplies, and equipment for the control and/or eradication of insects, pests, mosquitoes or grass diseases; or (c) supplies and equipment for the control and prevention of air and water pollution; or (d) agricultural products (as that term is defined by 7 V.I.C. § 11) which have been produced within the Virgin Islands.

(7) the purchase or contract is for property or material for authorized sale for agricultural purposes;

(8) the purchase or contract is for property or services for which it is impracticable to obtain competition;

(9) the purchase or contract is for equipment that is technical whose standardization and interchangeability of whose parts are necessary in the public interest and whose procurement by negotiation is necessary to assure that standardization and interchangeability.

(10) the purchase or contract is for property or services for which the bid prices received after formal advertising are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which

(A) each responsible bidder has been notified of an intention to negotiate and a reasonable
opportunity has been given to negotiate;

(B) the negotiated price is lower than the lowest rejected bid of any responsible bidder; and
(C) the negotiated price is the lowest negotiated price offered by any responsible supplier;

(11) negotiation of the price or a contract is otherwise authorized by law.

(12) the purchase is from the U.S. General Services Administration, the U.S. Superintendent of Documents, Government Printing Office, or is made under the terms of a contract of the General Services Administration, Federal Supply Service, and in the case of such purchases only, subsection (b) of this section shall not apply.

(13) the purchase or contract is for an aggregate amount not exceeding $25,000 and is made by the Commissioner of Property and Procurement on behalf of any department or agency of the Government of the Virgin Islands; provided all purchases and contracts shall be made on a competitive basis to the maximum extent possible.

(b) Where an open market purchase is made, or a contract for services negotiated for, pursuant to clauses (1) and (2) of subsection (a) of this section, the approval of the Governor shall be necessary and, in addition, if the purchase is made pursuant to clause (2) of subsection (a) of this section, the Commissioner of Property and Procurement shall attach to the requisition stamped “Public Exigency” a brief but concise description of the nature of the public exigency involved. Open market purchases and negotiated contracts for services made pursuant to all other clauses of such subsection may be made only after a full explanation of the circumstances requiring the purchase or contract have been filed with the Governor and the Commissioner of Property and Procurement and shall be open to public inspection. The Commissioner of Property and Procurement shall file prior to the 15th day of each month, a report with the Governor and the Finance Committee of the Legislature listing (1) the names and addresses of all persons, firms or corporations making sales or contracting to provide services to the Government, (2) the purchase made or service provided, and (3) the amount of each purchase or contract, made pursuant to this section.

(c) The data respecting the negotiation of each purchase or contract under subsection (a) of this section shall be kept by the Commissioner of Property and Procurement for six years after the date of final payment of the contract.

(d) The Commissioner of Property and Procurement shall purchase or contract for supplies, materials, equipment, and contractual services from suppliers in the Virgin Islands where—

(1) the total cost thereof to the Government does not exceed any more than 15 percent the cost of such supplies, materials, equipment, or contractual services if obtained from other than Virgin Islands supplier; and

(2) all other factors which pertain to the purchase or contract, including quality and availability, are substantially equivalent.

(e) The Commissioner of Property and Procurement may solicit bids from prospective vendors by mail or by telephone. The Commissioner of Property and Procurement shall keep a record of all open market purchases and the competitive bids submitted thereon. Such records shall be open to public inspection.

(f) Using agencies may make direct purchases, or contract for supplies, materials, equipment and contractual services in accordance with rules and regulations prescribed by the Commissioner of Property and Procurement and approved by the Governor.
APPENDIX F
SUPPLY CONTRACT

GOVERNEMNT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
-----0-----
DEPARTMENT OF PROPERTY & PROCUREMENT

SUPPLY CONTRACT

No. SC__________________

This Agreement made this __________ day of _____________, 20___, by and between the Government of the Virgin Islands, hereinafter called the “GOVERNMENT,” and _______________________________ (an individual [ ]), (a partnership [ ]), (joint venture [ ]), (corporation [ ]), (incorporated in the State of [ ]), (Territory of [x]), the United States Virgin Islands,…………………………………………………………………………………………….
doing business as ………………………………………………………………………………….
whose address is ………………………………………………………………………………......
hereinafter called the “CONTRACTOR,”

WITNESSETH:

For, and in consideration of the Contractor’s proposal, under Invitation for Bids No. IFB-XX-X-T-2016 (SC) opened on ____ and the award of this contract to the Contractor, notification hereof having been made to the Contractor on _____, and in further consideration of the covenants and agreements of the Parties herein contained, to be well and truly observed and faithfully kept by them and each of them, it is mutually agreed between the Parties, as follows:

SECTION 1. That for an in consideration of the price or prices and agreement in his proposal hereto attached and made a part of this contract, the Contractor agrees to furnish and deliver any or all of the commodities described in the said Invitation for Bids No. IFB-XX-X-T-2016 (SC) at the price or prices stated therein and in accordance with the conditions of said accepted proposal. The Advertisement, Invitation for Bids, General Provisions, any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government for an in consideration of the full and true performance of the work by the Contractor agrees to pay the price of prices set forth in the attached Invitation for Bids, in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

SECTION 4. This Contract will remain in force for the full period specified and until all articles or commodities ordered before date of termination shall have been satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

(b) Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
(c) Extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.
SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees to promptly to reimburse the Government for excess costs associated by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contract with any federal agency. The Contractor shall include this provisions in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT.” In the event the contractor or any subcontractor misinterprets its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commissioner, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this contract is funded in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this contract, make or present any claim knowing such a claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a fictitious, or fraudulent claim is a federal offense.

This contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the Parties to these presents have executed this CONTRACT, in the year and day mentioned in the first paragraph.

Witnesses: Government of the Virgin Islands
           ______________ By: _______________________
             [Name] Commissioner
             ______________ Department of Property and Procurement
             Date: __________

Contractor
           ______________ By: _______________________
             __________________
             Name, Title
             Date: ____________

If Contractor is a Corporation, Seal of Corporation must be affixed.
APPENDIX G
CONSTRUCTION CONTRACT

THIS AGREEMENT is made this ____ day of __________, 20__, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the Department of Public Works (hereinafter referred to as “Government”) and [Insert Contractor’s Name or Company Name] (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the [Insert Project Description] in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in Addendum I, (Scope of Work), Addendum II (General Provisions and Warranties together with the additional General Provisions – Construction), Addendum III (Termination of Contracts), and Addendum IV (Compensation) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Governor and shall terminate within number of days in words (# of days) calendar days thereafter, or in accordance with an agreed upon extension pursuant to the General Provisions. Particular reference should be made to the Notice to Proceed.

3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of [insert contract price in words (contract price in numbers)] in accordance with the provisions set forth in Addendum IV (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, [insert liquidated damages in words (liquidated damages in numbers)] for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. RECORDS

The Contractor will present documented, precise records of time and/or money expended under this Contract.
6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government’s request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor or whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.
14. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. **RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

16. **CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. **TERMINATION**

Either Party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination. The attached “Addendum III - Termination of Contracts for the Convenience of the Government” is hereby fully incorporated herein by reference and is made a part of this agreement.

18. **PARTIAL TERMINATION**

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days’ notice.

19. **NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. **CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

(b) Contractor further covenants that it is:

(1) 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

(2) 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 interest, including the penalties provisions set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this contract, in its official capacity;
(iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

21. **EFFECTIVE DATE**

The effective date of this Contract is upon the execution by the Governor.

22. **NOTICE**

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

**GOVERNMENT**
Name Commissioner of Property & Procurement  
Title Department of Property and Procurement  
Department of Property and Procurement  
Address #3274 Estate Richmond, St. Croix  
U. S. Virgin Islands 00820-4241  
Head of User Agency Name  
User Agency’s Title  
User Agency Name  
User Agency’s Address  
User Agency’s City, State, Zip Code

**CONTRACTOR**
Contractor’s Name  
Contractor’s Title  
Contractor’s Name or Company Name  
Contractor’s P. O. Box  
Contractor’s City, State, Zip Code

23. **LICENSURE**

The Contractor covenants that it has:

a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and

b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. **CONTRACTOR’S REPRESENTATIONS**

The Contractor agrees that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that he has been engaged in and now does such work and represents that he is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal notice to proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.
The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

25. **WARRANTY OF NON-SOLICITATION**

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of such brokerage, commission or percentage; and that all monies payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. **FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

27. **DEBARMENT CLAUSE**

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT.” In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

28. **NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense. (Only insert if Contract involves federal funds)

29. **Davis Bacon Act**

Contractor hereby agrees that it shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) 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. (Only insert if Contract involves federal funds)

30. **Certification of Employment**
Contractor hereby agrees that pursuant to 31 V.I.C 236(h) it will hire at least two individuals from the Welfare to Work program administered by the Labor and Human Services Departments. (Only insert if Contract compensation is over $500,000)

31. OTHER PROVISIONS

Addendum II (General Provisions and Warranties) and Addendum III (Termination of Contracts) attached hereto are hereby incorporated by reference and made a part of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: 

_____________ 
Commissioner of Property & Procurement’s Name, 
Commissioner 
Department of Property and Procurement 

_____________ 
Head of User Agency Name 
Title 
User Agency Name 

__________________  _________________________   Date:_________ 

CONTRACTOR 

_____________ 
Contractor’s Name, Title 
Contractor’s Company Name 

(Corporate seal, if Contractor is a corporation)

APPROVED:

_____________ Date: __________________

Governor’s Name 
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY 
AT THE DEPARTMENT OF JUSTICE BY: _________________ 
Date _________

LORG: ACCT: CC:

Purchase Order No.

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of Contract No. (Insert Construction Contract Number) entered into between the Department of Property and Procurement, on behalf of the Insert User Agency and Contractor’s Name/Company Name

[58]
Addendum I (include each addenda on a separate sheet of paper)

Scope of Work

Addendum II

General Provisions and Warranties

Additional General Provisions - Construction

Addendum III

Termination of Contracts

Addendum IV

Compensation

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to make progress payments based on the Schedule of Values and invoices submitted by the Contractor [Insert Contractor’s Name or Company Name] in accordance with Clause 7 (Payments to Contractor) of the General Provisions.

The parties agree that the sum to be paid under this contract is [Insert Contract price in words] [(Insert Contract price in numbers)]. The parties further agree that payments will be made in accordance with services rendered.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have released the contractor of its obligations. Contractor shall also submit Consent of Surety before final payment and, upon the Government’s request, any other documentation the Government deems necessary.
APPENDIX H

CONSTRUCTION CONTRACT (FOR PROJECTS USING FEDERAL HIGHWAY ADMINISTRATION FUNDS)

THIS AGREEMENT made as of the ____ day of __________, 20___, 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 Public Works (hereinafter referred to as “Government”) and [Insert Contractor’s Name or Company Name] (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the Project Description, on the island of __________, United States Virgin Islands, in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in Section I, Section II, and Section III of the Contract Book.

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. WORK

The Contractor will provide the services described more particularly in Section I (Bid Schedule) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Governor, and shall terminate [Insert number of days in words] [(Insert # of days in numerals)] calendar days thereafter, or in accordance with an agreed upon extension pursuant to the General Provisions in Section II of the Contract Book. Particular reference should be made to the Notice to Proceed.

3. COMPENSATION

The Government, in consideration of satisfactory performance of the services described in Section I, agrees to pay the Contractor the sum of [Insert contract price in words (contract price in numbers)] in accordance with the provisions set forth in Section II (Schedule of Amounts, Periodical Pay Estimate, and Change Order), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, liquidated damages of [Insert liquidated damages in words (insert liquidated damages in numbers)] for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.
4. **RECORDS**

The Contractor will present documented, precise records of time and/or money expended under this contract.

5. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

8. **DOCUMENTS, PRINTOUTS, ETC.**

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government’s request, during the life of the contract. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government.

9. **LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor or whatsoever nature, including but not limited to unemployment insurance and social security taxes of Contractor, its servants, agents or independent contractors.

10. **ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

11. **INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

12. **INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

13. **GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.
14. **WAIVERS AND AMENDMENTS**

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularly the nature and extent of such waiver, modification or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

15. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

16. **RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and its option, the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

17. **CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

18. **TERMINATION**

Either party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination. The attached “Contract Book Section II, Paragraph 51 and 52 of the General Provisions” is hereby fully incorporated herein by reference and is made part of this agreement.

19. **NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. **CONFLICT OF INTEREST**

(c) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

(d) Contractor further covenants that it is:

(1) 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
a territorial officer of employee and, as such,
i. Familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, 
pertaining to conflicts of interest, including the penalties provisions set forth in 
section 1108 thereof;
ii. Not made, negotiated or influenced this contract, in its official capacity;
iii. No financial interest in the contract as that term is defined in section 1101 (1) of 
said Code chapter.

21. NOTICE

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

GOVERNMENT

Commissioner of P&P Name
Commissioner
Department of Property and Procurement
8201 Sub Base, St. Thomas
U. S. Virgin Islands  00802

Commissioner of DPW Name
Commissioner
Department of Public Works
8244 Subbase
St. Thomas, VI  00802

CONTRACTOR

Contractor’s Name
Contractor’s Title
Contractor’s Name or Company Name
Contractor’s P. O. Box
Contractor’s City, State, Zip Code

22. LICENSURE

The Contractor covenants that it has:
a. Obtained all of the applicable license or permits, temporary or otherwise, as required by 
Title 27 of the Virgin Islands Code; and
b. Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code 
pertaining to professions and occupations.

23. CONTRACTOR’S REPRESENTATIONS

The Contractor agrees that he is fully informed regarding all the conditions affecting the work to 
be done and labor and materials to be furnished for the completion of the Contract, and that he has been 
engaged in and now does such work and represents that he is fully equipped, competent, and capable of 
performing the work and is ready and willing to perform such work.
The Contractor agrees further to begin work not later than the date indicated on the formal notice to proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall in all instances be governed by the Laws of the Government of the Virgin Islands.

24. **WARRANTY OF NON-SOLICITATION**

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount received by him hereunder; and that he has not, in estimating the contract price demanded by him included any such by reason of such brokerage, commission or percentage; and that all monies payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

25. **DEBARMENT CERTIFICATION**

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT.” In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

26. **FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

27. **NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.
28. OTHER SPECIFICATIONS AND PROVISIONS

Section I through Section III of the Contract Book attached hereto, documentation included in the Invitation Bid Package, and Plans/Specifications are hereby incorporated by reference and made a part of this Contract.

The valid Specifications for this contract is the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-96) including errata and amendments, with the exception of Part 100 and any reference to Federal Acquisition Regulation Contract clause contained in FP-96 is also modified by any pertinent supplemental specifications as included in Section III.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

__________________ _________________________  Date:_______

__________________
[NAME]
Commissioner
Department of Property and Procurement

__________________ _________________________  Date:_______

__________________
Head of User Agency Name
Title
User Agency Name

CONTRACTOR

__________________ _________________________  Date:_______

__________________
Contractor’s Name, Title
Contractor’s Company Name

(Corporate seal, if Contractor is a corporation)

APPROVED:

__________________ _________________________  Date:__________________

Honorable [NAME]
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: __________________ Date _________

Purchase Order No.:___________________
CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of Construction Contract No. __________ entered in between the Department of Property and Procurement, on behalf of the Department of Public Works and _______________.

[NAME] Commissioner
Department of Property and Procurement

[66]
APPENDIX I
REQUEST FOR PROPOSALS

THE VIRGIN ISLANDS OF THE UNITED STATES
Request for Proposal – Negotiation
Professional Services

To: ........................................ Date:

........................................ RFP No.

Pursuant to 31 V.I.C. § 239(a)(4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received until _______________ @ ______________ o’clock, P.M.

Description of Work and Project No.

SCOPE OF SERVICES: ATTACHED

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, deemed to be the most highly qualified to provide the services herein required. Discussions will be conducted successively and severally with the firm or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) professional qualification, registration and general reputation of the principals of the firm or person; (ii) the extent to which the firm or person specializes in or has designed projects of a type and scope similar to the hereunder; (iii) familiarity with the area in which the project is to be located; (iv) capability of meeting design schedules; and (v) quality of performance on other projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner the highest qualified firm or person with whom a contract shall be negotiated. The Commissioner with the assistance the Selection Committee shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm to be considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with the firm will be formally terminated. Negotiations will then be commenced with the second most qualified, the third most qualified or additional firms in order to preference and their competence and qualification and shall continue until an agreement is reached.
INSTRUCTION TO PROPOSALS

A. NOTICE

This project is for

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, hereinafter referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to: and a copy to the Commissioner of Property and Procurement.

B. STATEMENT OF PURPOSE

This project has been for

C. PROPOSED SCOPE OF WORK

See Attached Scope of Work

D. TIMETABLE

1. Last day for requests for written clarification will be ____________
2. Proposals will be accepted at the Department of Property & Procurement, no later than ____________

E. SUBMISSION OF PROPOSAL

All interested parties shall submit seven (7) sets of proposals, which are to be delivered to the Department of Property and Procurement during normal business hours, no later than ____________.

They shall be addressed to:
Commissioner
Department of Property & Procurement
Building #1 1 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

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

| SEALED PROPOSALS – DO NOT OPEN |
| RFP |
| [Name of Bidder] |
| [Mailing Address of Bidder] |
| [Telephone Number of Bidder] |
| [Fax Number of Bidder] |

Where proposals are sent by mail, the bidder shall be responsible for their delivery to DPP before the date and time set for closing of acceptance of proposals.

**F. WITHDRAWALS 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 GVI after having been notified that said proposal has been accepted by GVI.

**G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to ______________________.

GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

**H. CONSIDERATION OF PROPOSAL**

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

**I. ACCEPTANCE OF PROPOSALS**
GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor’s proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, will disqualify the applicant.

1. Introductory letter about the applicant:
   a. Name, address, fax and telephone
   b. Type of service for which individual/firm is qualified.

2. Organization:
   a. Name/address of Principals of Firm
   b. Name of key personnel with experience of each and length of time in organization.
   c. Number of staff available for assignment (Local & Out of Territory)
   d. Copy of Articles of Incorporation or Articles of Organization or equivalent
   e. Copy of Corporate Resolution or Memorandum Authorizing Signatory of equivalent
   f. Copy of Certificate of Good Standing or Certificate of Existence or equivalent
   g. Copy of Valid Tradename Registration (if applicable)
   h. Copy of Valid Business License

3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.

4. Project experience:
   a. List of completed projects and estimated cost of each
   b. Current projects underway; scope; percentage completed to date and estimated cost of each.

5. Project References: (including a notarized written consent from the authorized representative which must include: Name; telephone number; email address and facsimile number).

6. Project Approach:
   a. Describe how you will approach this project and availability to perform the services requested.


K. CONFLICT OF INTEREST

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

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Government of the Virgin Islands until evidence is submitted that the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Bidders must submit a hard copy of a valid Virgin Islands business license within ten (10) working days after award.

All Bidders bidding as a Joint Venture must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. PUBLIC LIABILITY: The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. The public liability insurance shall have a minimum limit of not less than one million dollars ($1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars ($1,000,000.00) for any one occurrence for property damage. Bidder must provide public liability insurance within (10) working days after award.

2. PROFESSIONAL LIABILITY: The successful bidder will be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less than _______ per any one occurrence. The Government shall be listed thereon as a certificate holder but not as an additional insured. Proof of professional liability coverage must be provided within ten (10) working days after award.

3. WORKERS’ COMPENSATION: Within ten (10) working days after award of project, the successful bidder must submit a copy of their certificate providing that his firm and his agents are covered by Workers’ Compensation Employee’s Liability.

N. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the proposer agrees to accept the terms and conditions of the Government’s standard professional services contract, a copy of which is attached to this RFP, if the proposer is selected for award. In addition, proposer agrees to comply with all legal requirements to contract with the Government of the U.S. Virgin Islands.
APPENDIX J

INSTRUCTIONS FOR PROFESSIONAL SERVICES CONTRACT:

1. These instructions are not a part of the template, do not submit these Instructions to DPP.

2. All information in red font must be updated by the User Agency in completing the contract. The red font is meant to draw the user’s attention to the areas which require changes. Upon updating the required sections, please change the font color to black.
   DO NOT SUBMIT CONTRACTS TO DPP WITH RED FONT.

3. In instances such as this where a word is in square brackets in red font, [User Agency] agencies must update the required information, delete the brackets and change the font to black.

4. In instances where two clauses are separated by the word “or” agencies are required to use the language that is applicable to the particular contract and to delete the irrelevant clause. As shown in the example below, do not use both clauses in the contract that is submitted to DPP.

   WHEREAS, the Government solicited the services under RFP No.___________;
   or
   WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized];

   Please only select the clause that is applicable to the particular contract.

5. In instances where text in red appear in parenthesis like as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the circumstances.

   (Only insert renewal language in second sentence if the contract has an option to renew)

6. Insert RFP No in the footer if applicable.
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ______ day of ____________, 20___, 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 [User Agency] (hereinafter referred to as "Government") and [Contractor] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Government solicited the services under RFP No.___________;

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (#) [insert appropriate exception being utilized];

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

or

Upon the signature of the Governor of the U.S. Virgin Islands this Contract shall commence on March 1, 2018 and shall terminate two (2) years thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum of [insert value of contract in words] [($insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.
4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A ($ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, 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 Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.
12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

4. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, 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 Contractor 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 Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [(insert number of days in words) [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [(insert number of days in words) [(insert number of days in numerals)] day notice.
19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

(a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

1. 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

2. a territorial officer or employee and, as such, has:

   i. familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

   ii. not made, negotiated or influenced this Contract, in its official capacity;

   iii. no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

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

GOVERNMENT
Lloyd T. Bough, Jr.
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, VI 00820

[NAME & TITLE]
[USER AGENCY]
[AGENCY’S PHYSICAL ADDRESS]
[AGENCY’S MAILING ADDRESS]
[CITY. STATE. ZIP CODE]

CONTRACTOR
[NAME]
[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
23. LICENSURE

The Contractor covenants that it has:

(a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and

(b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT”. In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

(a) COMMERCIAL GENERAL LIABILITY: Commercial 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 ($1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars ($1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).
(b) PROFESSIONAL LIABILITY: Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars ($1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).

(c) WORKERS’ COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK] (only insert if there is white space at the bottom of the page)

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: 

GOVERNMENT OF THE VIRGIN ISLANDS

________________________________________ [NAME] [TITLE] [USER AGENCY] Date

Lloyd. T. Bough, Jr., Commissioner Date
Department of Property and Procurement

CONTRACTOR

________________________________________ [NAME] [TITLE] Date

[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED:

________________________________________ Date: __________________
Honorable Kenneth E. Mapp
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _______________ Date __________
PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of Contract No. ________________ entered into between the Department of Property and Procurement and ____________________________.

Lloyd T. Bough, Jr, Commissioner
Department of Property and Procurement
SAMPLE
ADDENDUM I
SCOPE OF SERVICES

The Contractor will design educational outreach materials about water quality at campgrounds for print and online publication for the Government’s public outreach program in accordance with the following:

A. Draft Design

1. Printed Materials/ Brochures

Within thirty (30) calendar days of the effective date of this Contract, the Contractor will deliver two (2) packages of three (3) sample brochures (“Sample Brochure Set”) to the Government for consideration. The samples shall be delivered in printed tri-fold format using 8.5”x14” paper and in portable document format (.pdf) via email to outreachmaterialsreview@dpws.vi.gov. One Sample Brochure Set must include “Code V1” on the bottom right corner of each of the three (3) brochures and the other Sample Brochure Set must include “Code V2” on the bottom right corner of each of the three (3) brochures.

Each Sample Brochure Set must contain an English version, a Spanish version and a Haitian Creole version. Each Sample Brochure Set must each contain a different design scheme and each brochure within a Sample Brochure Set must include the following information, in a clear and concise manner, at minimum:

a. The different sources of water at campgrounds (i.e. guts, beaches, wells, standpipes);
b. Identification of water pollutants (e.coli, total coliform, enterococci etc.);
c. Sources of water pollution (e.g. leaking septic tanks, animals nearby, improper disposal of wastes, pesticides, etc.);
d. Water testing and purification methods;
e. General safety precautions and best practices to minimize risks of ingesting contaminated water; and
f. A weblink to an online booklet with additional information.

2. Online Booklet

Simultaneously with the design and development of the Sample Brochure Sets, the Contractor will develop a booklet of no less than 10 pages with the same information as the Sample Brochure Sets. The booklets will include more in-depth discussions on the topics covered in the Sample Brochure Sets and the booklets must contain a list of resources for the public to access additional information.

Within thirty (30) calendar days of the effective date of this Contract, the Contractor will deliver two (2) packages of three (3) sample booklets (“Sample Booklet Set”) to the Government for consideration. The Sample Booklet Sets shall be delivered via email to outreachmaterialsreview@dpws.vi.gov. One Sample Booklet Set must include “BK V1” on the bottom right corner of the cover page of each of the three (3) booklets and the other Sample Booklet Set must include “BK V2” on the bottom right corner of the cover page of each of the three (3) booklets.

Each Sample Booklet Set must contain an English version, a Spanish version and a Haitian Creole version. Each Sample Booklet Set must each contain a different design scheme which corresponds with the design scheme in the brochures. Thus the Sample Booklet Set labeled BK V1 should correspond with the design scheme in Sample Brochure Set labeled Code V1 and the Sample Booklet Set labeled BK V2 should correspond with the design scheme of the Sample Brochure Set labeled Code V2.
B. Initial Review and Revisions

Within twenty (20) working days of receipt of the Sample Brochure Sets and Sample Booklet Sets, the Government will select one of the two Sample Brochure Sets and the corresponding Sample Booklet Set for further development. The Government will offer comments and revisions to the Contractor for inclusion in the second draft of the selected Sample Brochure Set and selected Sample Booklet Set. The Government will include its comments and revisions on the pdf version of the Sample Brochure Set and Sample Booklet Set and return to the Contractor by email, at the email address designated by the Contractor for the submission of comments.

Within fifteen (15) calendar days of receipt of the Government’s comments and revisions, the Contractor shall incorporate the Government’s revisions into the selected Sample Brochure Set and Sample Booklet Set. The Contractor shall submit a revised Sample Brochure Set to the Government in printed tri-fold format using 8.5”x14” paper and in pdf format and a revised Sample Booklet Set via email to outreachmaterialsreview@dpws.vi.gov. This Sample Brochure Set must include “Code V3” on the bottom right corner of each of the three (3) brochures. This Sample Booklet Set must include “BK V3” on the bottom right corner of the cover page of each of the three (3) booklets.

C. Focus Group Presentation

Within twenty (20) working days of receipt of the Government’s approval on the draft design on the Sample Brochure Set and Sample Booklet Set, the Contractor will conduct a five-minute oral presentation of the Sample Brochure Set and a five-minute presentation of the Sample Booklet Set to a Focus Group of ten (10) individuals who will be selected by the Government. At the conclusion of the presentations, Contractor shall conduct a question and answer session with the Focus Group to gauge the Focus Group’s reaction to the Sample Brochure Set and the Sample Booklet Set and to solicit suggestions for improvement from the Focus Group.

D. Revised Draft & Meeting with Government

Within three (3) working days of the Focus Group Presentation, the Contractor shall meet with the Government, including the Executive Assistant Commissioner and the Director for Water Testing for the Department of Public Water Systems to discuss the findings of the Focus Group Presentation. At this meeting, the Contractor will provide the Government with a report on the Focus Group to include the Group’s comments on the Sample Brochure Set and Sample Booklet Set to include all positive comments and suggestions for improvements and whether the Contractor accepted or rejected the suggestions for improvements from the Focus Group. If the Contractor rejected any suggestions from the Focus Group, the Contractor shall include an explanation of the reasons for rejecting the suggestions from the Focus Group.

If any changes were made to the Sample Brochure Set and/or the Sample Booklet Set following the Focus Group Presentation, the Contractor will present a revised draft of the Sample Brochure Set and/ or the Sample Booklet Set to the Government for consideration. This Sample Brochure Set must include “Code V4” on the bottom right corner of each of the three (3) brochures and the Sample Booklet Set must include BK V4 on the bottom right corner of the cover page of each booklet.

E. Final Materials

1. Printed Materials/ Brochures

Within five (5) days of the Meeting, the Government will approve or disapprove the Sample Brochure Set. If the Government approves of the Sample Brochure Set labeled Code V4, it will provide the Contractor with a formal letter approving the revised Sample Set and ordering the printing of the brochures. Upon receipt of the Government’s
approval, the Contractor will be authorized to print one thousand (1,000) copies of the brochures in English, one thousand (1,000) copies in Spanish and one thousand (1,000) copies in Haitian Creole.

If the Government does not approve of the changes made to the Sample Brochure Set, the Government will provide a letter to the Contractor disapproving the Sample Brochure Set labeled Code V4, along with instructions to utilize the Sample Brochure Set labeled Code V3 for printing. Upon receipt of the Government’s approval, the Contractor will be authorized to print one thousand (1,000) copies of the brochures in English, one thousand (1,000) copies in Spanish and one thousand (1,000) copies in Haitian Creole.

2. **Online Booklet**

Within five (5) days of the meeting, the Government will approve or disapprove the Sample Booklet Set in a letter to the Contractor. If changes were made following the Focus Group, the Government will approve or disapprove the Sample Booklet Set labeled BK V4. If the Government does not approve of Sample Booklet Set labeled BK V4, the Government will inform Contractor that the Government will utilize the Sample Brochure Set labeled BK V3.

Within three (3) days of receiving the Government’s letter, the Contractor will provide the Government with the final version of the booklet, including the English version, the Spanish version and the Haitian Creole version. The Government shall remain responsible for uploading the booklets to its own website.

F. **Delivery**

The Contractor will deliver a total of three thousand (3,000) copies of the approved brochures, comprised of one thousand (1,000) copies of the brochure in English, one thousand (1,000) copies in Spanish and one thousand (1,000) copies in Haitian Creole, no later than fifteen (15) days of receipt of the Government’s letter in Item E.1 above.
SAMPLE ADDENDUM II
COMPENSATION
(Based on Deliverables)

In consideration of the satisfactory services to be performed by the Contractor in accordance with the provisions of Addendum I (Scope of Services), the Government agrees to pay the Contractor an amount not to exceed Seventy-Five Thousand and 00/100 Dollars ($75,000.00) for services rendered in accordance with the following:

I. The Contractor shall submit invoices to the Government for approval after the delivery of each deliverable as follows:

A. Draft Design of Printed Brochures and Online Booklet $25,000.00
B. Revised Drafts $10,000.00
C. Focused Group Presentation $5,000.00
D. Revised Draft and Meeting with Government $5,000.00
E. Final Materials $2,500.00
F. Delivery of Printed Brochures $27,500.00

Total: $75,000.00

II. Each invoice must be submitted with a copy of the associated deliverable from Addendum I, for the Government’s consideration for approval.
The Government shall compensate Contractor under this Contract as set forth in this Addendum II.

In consideration of the Contractor’s satisfactory performance of the services described in Addendum I of this Contract, the Government will pay the Contractor a sum not to exceed TWO HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS ($285,000.00) per annum as a flat fee for services rendered.

During the term of the Contract, the Contractor shall, on a monthly basis, invoice the Government detailing its activities for the month. Invoices shall be due by the first day of each month. All invoices shall be subject to review and approval by the Government. Upon review of an invoice, the Government may request additional supporting documentation from the Contractor. The Government shall use its best efforts to, within THIRTY (30) days of receipt of an invoice, pay the invoice in full or give a written explanation for non-payment of any contested portions of the invoice. Failure of the Government, despite its best efforts, to respond to an invoice within THIRTY (30) days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires the Contractor’s services.

The payment of the total sum of this Contract shall consist of twelve (12) payments per year in the amount of TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars ($23,750.00) for a total compensation not to exceed $285,000.00 per annum.
# APPENDIX K
SOPP # 305 (PURCHASE ORDER/ENCUMBRANCE MAINTENANCE & MANAGEMENT)

<table>
<thead>
<tr>
<th>SOPP # 305 (Purchase Order/Encumbrance Maintenance &amp; Management)</th>
<th>Prepared By: Accounting Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date: July 12, 2016</td>
<td>Approved By: Commissioner of Finance</td>
</tr>
<tr>
<td>Title</td>
<td>Timely Liquidation and Validation of Purchase Orders/Encumbrances</td>
</tr>
<tr>
<td>Purpose</td>
<td>To ensure the effective management, maintenance, and reporting of purchase orders/encumbrances in the Enterprise Resource Planning (ERP) system.</td>
</tr>
<tr>
<td>Policies</td>
<td>• Purchase orders must be fully liquidated within ninety (90) days after the date of issue or conversion by the Department of Property and Procurement, except that:</td>
</tr>
<tr>
<td></td>
<td>➢ Purchase orders that are directly associated with a valid unexpired contract, memorandum of agreement (MOA) or memorandum of understanding (MOU) are exempt from the above-mentioned ninety (90) day limit; and,</td>
</tr>
<tr>
<td></td>
<td>➢ Purchase orders supporting certain procurement documents (e.g., Request for Proposal solicitations), unexecuted contracts, unexecuted memoranda of understanding, unexecuted memoranda of agreement and unexecuted real property leases are exempt from the above-mentioned ninety (90) day limit and are valid for one hundred and eighty (180) calendar days from the date of issuance.</td>
</tr>
<tr>
<td></td>
<td>• Purchase orders must be fully liquidated when the following conditions exist:</td>
</tr>
<tr>
<td></td>
<td>➢ All goods and services have been received/completed and there are remaining balances on the purchase order; and,</td>
</tr>
<tr>
<td></td>
<td>➢ Actual expense amount is lower than the purchase order amount.</td>
</tr>
</tbody>
</table>
- Purchases made with a cancelled purchase order, whether in hard or soft copy, are improper and illegal.

- Any employee who uses or attempts to use a cancelled purchase order to obtain goods and or services directly from a contractor (or other vendor) shall be held personally liable and responsible for the amount of the goods and services.

- The Department of Finance shall not make payment to a vendor who delivered goods and or services as a result of receipt and acceptance of a cancelled purchase order.

**Procedures**

**Departmental Operational Procedures**

- Liquidate purchase orders in accordance with SOPP #130 governing Accounts Payable.

- Ensure that the liquidation of purchase orders is consistent with a specific contract, MOA, MOU, real property lease, solicitation document, etc.

- Upon receipt of a final invoice for goods and or services, fully liquidate purchase orders when processing invoice for payment.

- If final payment has been made and purchase order is not fully liquidated, submit written request to the Commissioner, Department of Finance to cancel the purchase order.

- Generate, review, and validate purchase orders listed within the “Purchase Order by GL Account” or “Purchase Order Inquiry” report on a monthly basis.
<table>
<thead>
<tr>
<th>Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System Procedures</strong></td>
</tr>
</tbody>
</table>
APPENDIX L

BID/RFP EVALUATION RULES AND PROCEDURES

Bid/RFP Evaluation Rules and Procedures

The Evaluation Committee members shall:

1. Have no personal interest or relationship with bidders, including business or financial ties. Any member having such an interest must declare it to the Committee Chairperson prior to participation in the evaluation process.

2. Vendor contact shall be strictly through the Commissioner of Property and Procurement or his designees. There shall be no individual meetings, lunches, entertainment or direct contact with vendors who have submitted offers once you have been appointed to the Evaluation Committee.

3. Decline all personal gifts and gratuities from perspective bidders. Even appearances of such conflict must be avoided.

4. Keep all committee deliberations in confidence.

5. Shall perform a fair and impartial evaluation of all proposals and bids.

6. Grant all competitive bidder’s equal consideration, to regard each transaction on its own merits, foster and promote fair, ethical and legal trade practices.

7. Members of the committee shall achieve a recommendation that will be in the best interest of the Government of the Virgin Islands of the United States, one that is fair and impartial to all bidders.

As a member of the evaluation committee, I have read and shall comply with the above stated conditions, and I agree that any violation thereof may result in my termination of employment with the Government of the Virgin Islands of the United States.

Signature: ______________________  Date: ________________

Print Name: _____________________

Department: ____________________
APPENDIX M

[Version: 09/17/2018]

EXERCISE OF RENEWAL OPTION

INSTRUCTIONS:

1. These instructions are not a part of the template, do NOT submit these Instructions to DPP.

2. All information in red font must be updated by the User Agency in completing the renewal option form. The red font is meant to draw the user’s attention to the areas which require changes. Upon updating the required sections, please change the font color to black. DO NOT SUBMIT CONTRACTUAL DOCUMENTS TO DPP WITH RED FONT.

3. In instances such as this where a word is in square brackets in red font, like this [User Agency] agencies must update the required information, delete the brackets and change the font to black.
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: [insert contract number of original here]

DATED: [insert effective date of original contract here]

EXERCISE OF RENEWAL OPTION

Contractor | Description of Scope of Work/Services
---|---
[Insert Contractor’s name and address] | [Insert description of services]

Pursuant to the renewal option provision of Contract No. ______________________, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, (Name of Department) exercises its option to renew and does hereby renew the aforementioned contract for the period [insert start date of renewal – day after the contract/last renewal expires] to [insert end of renewal period], at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect.

Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement
[insert DPP’s St. Thomas or St. Croix address as applicable]

ACKNOWLEDGMENT & ACCEPTANCE: GOVERNMENT OF THE VIRGIN ISLANDS

[Name of Company Representative] [Insert Agency Head Name] Commissioner
[Name of Company] [Insert Name of User Agency]

DATE: ____________ DATE: ____________

[NAME], Commissioner
Department of Property & Procurement

DATE
## APPENDIX N

### CONTRACT CHECKLIST for USER AGENCY

Revised (September 17, 2018)

<table>
<thead>
<tr>
<th>Department: ________________________________</th>
<th>Contractor Name: ___________________________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.)</strong> Is there a copy of the Contractor’s current Virgin Islands Business License or current License from a state if a VI license is not required, or IRS 501(c)(3) certification for non-profits?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>2.)</strong> Attach current Proof of Insurance with General Liability Insurance (GVI as certificate holder and additional insured via an endorsement that explicitly names the Government of the Virgin Islands as an additional insured – blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted) and proof of workers’ compensation coverage via Government Insurance Fund Certificate or other insurance policy.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>3.)</strong> For professional services contracts (accounting firms, lawyers, doctors, architects, engineers, consultant, etc.) is professional liability/ errors and omissions coverage (GVI as certificate holder) attached?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>4.)</strong> Is there a copy of the Articles of Incorporation and Amendments (if applicable) attached?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>5.)</strong> If the contractor is doing work in the Virgin Islands, they need a Virgin Islands Certificate of Good Standing. The Certificate of Good Standing is valid from July 1st to June 30. They expire June 30th of every year regardless of the date of issue.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>6.)</strong> If a local Certificate of Good Standing is not applicable, because the contractor is located out of the Territory and does not perform any work here, is a copy of the Certificate of Good Standing from the applicable state attached? User agency is obligated to verify expiration date from the applicable state.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>7.)</strong> Is there a copy of the Resolution of the Board of Directors authorizing signatory rights on behalf of the Corporation attached on company’s letterhead, signed or attested and dated by Secretary of the company?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>8.)</strong> If Doing Business As (d/b/a) Is there a copy of the current Certificate of Trade Name from the VI Lieutenant Governor’s Office attached? (valid for two years from date of issue). If contractor is out-of-state check that state’s requirements.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>9.)</strong> Is there a copy of the current Certificate of Existence? If the contractor is doing work in the Virgin Islands, they need a Virgin Islands Certificate of Existence. The Certificate of Existence is valid from July 1st to June 30th. They expire June 30th of every year regardless of the date of issue.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>10.)</strong> Is there a copy of a memorandum authorizing the signatory to bind the company, printed on company letterhead and signed or attested and dated by the Secretary of the company?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>11.)</strong> Is there a copy of the Articles of Organization and amendments (if applicable)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>12.)</strong> Is there a copy of the Partnership agreement (if one exists)?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th></th>
<th></th>
<th>N/A</th>
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<th></th>
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<th></th>
<th>13.) Is there a copy of a memorandum authorizing the signatory to bind the company, printed on company letterhead and signed or attested and dated by the Secretary of the company or all partners?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
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<th></th>
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<th>14.) Is there a copy of the Certificate of Limited Partnership (for LPs) or a Statement of Qualification (LLP and LLPs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
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<th></th>
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<th>15.) Is there a copy of a memorandum authorizing the signatory to bind the company, printed on company letterhead and signed or attested and dated by the Secretary of the company?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
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<th></th>
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<th>16.) Is there a copy of the current Certificate of Existence? If the contractor is doing work in the Virgin Islands, they need a Virgin Islands Certificate of Existence. The Certificate of Existence is valid from July 1st to June 30th. They expire June 30th of every year regardless of the date of issue.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
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<th>17.) If funding or any corporate documents are expiring within 30 days of transmittal, please notify DPP by inserting a BOLD statement (or “RED FLAG”) in the justification and transmittal letter to DPP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<th></th>
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<th>18.) Did the User Agency submit a letter of justification providing a summary of the scope of services and which complies with DPP Memo No. 012018?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
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<th>19.) Is there an IFB, RFP or RFQ number provided within Justification Letter? If no, explain in the Justification Letter under what provision of the VI code is approval requested (in accordance with 31 VIC §239 and/or 31 VIC §249)? For Professional Service Contracts, if the contract was approved through the RFP process, please include the RFP number within the WHEREAS portion of the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<tr>
<th></th>
<th></th>
<th></th>
<th>20.) Is there a Purchase Order/PFA Letter in the amount at least equal to the contract in accordance with Title 31, §233 VIC and has not expired.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<th></th>
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<th></th>
<th>21.) Does the PO exceed contract price by 10% or more? POs cannot exceed contract price by 10% or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<th></th>
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<th></th>
<th>22.) If a multi-year contract, did the user agency submit a PO through the end of the existing fiscal year and must inserted a BOLD statement (or “RED FLAG”) in the justification letter to alert DPP that funding in subsequent years will be requested via the Office of Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<tr>
<th></th>
<th></th>
<th></th>
<th>23.) If Purchase Order is more than 180 days old; is there an authorization or verification letter from the Department of Finance attached verifying PO balance and availability of funding?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
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<tr>
<th></th>
<th></th>
<th></th>
<th>24.) Does the compensation provision reflect the total compensation under the contract, inclusive of travel expenses?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
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<tr>
<th></th>
<th></th>
<th></th>
<th>25.) Is the signature of the head or acting head of the User Department/Agency, with two witnesses, included? If contract is not signed by the Commissioner, is a letter signed by the Governor appointing another to sign on behalf of the Commissioner as Acting Commissioner attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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<tr>
<th></th>
<th></th>
<th></th>
<th>26.) Is the signature of the contractor, with two witnesses, included? The signature block must reflect the title of the person signing and representative capacity on behalf of a corporate entity, i.e. President, Vice President, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>27.) If the contractor is a corporate entity, is the name of the corporate entity and the signatory’s official position included in the signature block?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>28.) Is the Addendum I (Scope of Work) attached with original initials by contractor? Scope of Work must be detailed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>29.) Does the contract require deliverables, and does it state the deliverable dates, number of days or timeframes after the effective date of the contract within the SOW?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>---</td>
<td>-----</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td>30.) Are deliverables quantifiable, measurable and verifiable? Deliverables need to state estimated period (date or number of days from contract execution) that a particular contract line item needs to be delivered.</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>31.) Is Addendum II attached with original initials by contractor?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>32.) Professional Services Contract (Compensation). Compensation must have clear terms regarding how payments will be made, when they are required and how travel and business costs will be approved and paid</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>33.) Is the written dollar amount exactly the same as the numerals provided?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>34.) If the contract is federally funded, is the Debarment Clause included in the Contract with Debarment Status from sam.gov?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>35.) Are all other attachments and/or exhibits referenced in the contract attached?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>36.) Are all pages of the contract, including the Addenda, initialed by the contractor (with original initials)?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>37.) Submit one original copy of the contract, with original signatures</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>38.) Was the amendment submitted at least 45 days prior to expiration of the underlying contract?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>39.) If the contract is being amended for time, has the paragraph with the term been revised?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>40.) If the contract is being amended for a cost increase, has the paragraph on compensation been adjusted and is a new compensation addendum attached?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>41.) If the contract is being amended for new work outside the original scope, has a new scope of work been attached?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>42.) Are all required supporting documents, including the original contract attached?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>43.) Does the contract contain renewal options? If so, is this the 1st or 2nd renewal option?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>44.) Was the renewal option submitted in accordance with the terms of the contract or at least 60 days prior to expiration of the contract and are all supporting documents attached?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**NOTE** Please submit checklist with contract to DPP. If you answered NO to any of the questions, do not transmit the contract to DPP. Please call or email a contract specialist for clarification and assistance.

**NOTE** A template for Professional Services and Constructions Contracts can be found online at [http://dpp.vi.gov/forms-documents](http://dpp.vi.gov/forms-documents) under Procurement & Central Stores.

Name of Contract Reviewer: ____________________ Date: __________ Signature of Contract Reviewer: ____________________

Title of Contract Reviewer: ____________________

Email: ____________________ Telephone No: __________ Ext.: __________
APPENDIX O

PAYMENT CHECKLIST

For use when submitting Pay Requests and Change Orders

Contract No.: _______________ Project Name: _____________________________

( ) Schedule of Amounts – (Should be submitted prior to initial payment)

PERIODICAL ESTIMATE (PARTIAL/FINAL)

( ) Periodical Estimate No: ______________________ (2 copies bearing original signatures)
( ) Signature of certifying officer, account code, etc.
( ) *Release of Claims (2 Notarized copies bearing original signatures)
( ) Inspection Report (When required)
( ) *Letter of Acceptance [DPW/User Agency/Other]
( ) * Warranty/ Guarantee (When required)

CHANGE ORDER NO. _________________

( ) Change Order (2 copies bearing original signatures)
( ) Letter of Justification – (to include monetary adjustment/ calendar days)
( ) Purchase order – when necessary
( ) Insertion of Account Code
( ) Insertion of Additional Purchase Order/ Increase/ Decrease
( ) Signature of Certifying Officer

Note: All documents when submitted for payment MUST bear Original Signatures.
*Applies only to final payment.

________________________________________
Name

________________________________________
Date

Other: ____________________________________________________________________________
________________________________________________________________________________
INSTRUCTIONS FOR AMENDMENT OF PROFESSIONAL SERVICES CONTRACT

1. These instructions are not a part of the template, do NOT submit these Instructions to DPP.

2. All information in red font must be updated by the User Agency in completing the amendment. The red font is meant to draw the user’s attention to the areas which require changes. Upon updating the required sections, please change the font color to black. DO NOT SUBMIT CONTRACTUAL DOCUMENTS TO DPP WITH RED FONT.

3. In instances where a word is in square brackets in red font, i.e. [User Agency] agencies must update the required information, delete the brackets and change the font to black.

4. In instances where text in red appear in parenthesis as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the circumstances.

   (Insert this clause only if the contract is being amended to extend the Term).

5. Insert page numbers
AMENDMENT No. ____ OF
PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT made as of the _____ day of _____________, 201____ 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 [Insert Department Name] (hereinafter referred to as “Government”) and [Insert Contractor/Company Name] whose address is [Insert Contractor’s/ Company’s mailing address] (hereinafter referred to as “Contractor”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. [Insert Contract Number] approved by the Governor on [insert date of Governor’s approval] and its Amendment No. I, [only include reference to Amendments if any amendments were done], approved by the Governor on [insert date of Governor’s approval on amendments, if applicable], (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide [insert summary of services]; and

WHEREAS, the Contract expires pursuant to its terms on [insert date for expiration]; and

WHEREAS, the parties desire to amend the Contract, to extend its term by one (1) year, to change the Scope of Work in Addendum I to include [insert description of changes], and to increase the compensation by ________ ($_______); and (this clause can be revised depending on whether an agency is amending for time only, or for change in scope and compensation, or any combination thereof)

WHEREAS, the amendment of the Contract pursuant to this Amendment of Professional Services Contract shall not result in any change to the scope of work provided for under the Contract and shall not require an increase to the compensation originally provided for under the Contract. (Insert this clause only if the contract is being amended to extend the Term only).

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Contract, is hereby amended and its term extended by one (1) year by deleting all existing language contained in Paragraph 2 and replacing it with language as follows:

   This contract shall commence upon the execution of the Government and shall terminate two (2) years thereafter.

2. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Five Hundred Thousand Dollars and Zero Cents ($500,000.00) for a total amount not to exceed Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

   “The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) agrees to pay Contractor the sum not to exceed Seven Hundred Fifty Thousand and 00/100
Dollars ($750,000.00) in accordance with the provisions set forth in Amended Addendum II (Compensation) attached hereto and made a part of this Contract.” (only insert if applicable)

3. Addenda I and/ or II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the new Addenda I and/ or II attached hereto as Exhibit “A”. (only insert if the contract is being amended to change the scope of services and/or compensation. Note addenda is the plural of addendum, therefore if only I or II is being amended refer to Addendum I or Addendum II)

4. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.

5. Except as expressly amended in this Amendment, all terms of the Contract and Amendment No. 1 (only insert reference to Amendment No. 1 if applicable) remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES:  GOVERNMENT OF THE VIRGIN ISLANDS

_________________  ______________________________ __________
[Name], Commissioner                  Date
Department of __________________________

_________________  ______________________________ __________
[Name], Commissioner                  Date
Department of Property & Procurement

WITNESS               CONTRACTOR

_________________  ______________________________ __________
[Name, Title]                  Date
[Name of Company]

APPROVED:

__________________________________________  Date: __________
Honorable [NAME]
Governor of the Virgin Islands

Approved For Legal Sufficiency Department of Justice:

By: ________________________________  Date: __________
APPENDIX Q

GOVERNMENT OF THE VIRGIN ISLANDS

TASK ORDER CONTRACT

[Insert Description of Services]

This Agreement made this ___ day of ______________, 2____, in the Territory of the United States Virgin Islands by and between the Government of the Virgin Islands Department of Property and Procurement, on behalf of ____________ (hereinafter referred to as “Government”) and ___________________________, whose address is ___________________________ (hereinafter referred to as “Contractor”),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide ___________________; and

WHEREAS, the Contractor was selected in accordance with _______________; and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II; it is mutually agreed between the Parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to provide _____________ to the Government. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), attached hereto and made a part of this Agreement.

Section II. The Government in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay Contractor in accordance with invoices submitted and approved by [user agency] as set forth in Addendum II (Compensation) attached hereto and made a part of this Agreement.

Section III. This Contract shall commence on ____________ and shall terminate on ______________ unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Services) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Agreement.

Section V. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of [user agency] or authorized representative.

Section VII. This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS:

[Signature] [Signature] [Date]

[NAME] Commissioner
Department of Property and Procurement

CONTRACTOR

[Signature] [Name] [Date]

[Position] [Company]

(Corporate Seal if Contractor is a Corporation)

ADDENDUM I (SCOPE OF SERVICES) (Insert on Separate Page)

ADDENDUM II (COMPENSATION) (Insert on Separate Page)

ADDENDUM III (Insert on Separate Page)
(GENERAL PROVISIONS) * Locally Funded

1. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

2. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Agreement without the prior written approval of the Government.
3. **INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Agreement and arising from any cause, except the sole negligence of Government.

4. **TERMINATION**

The Government shall have the right to terminate this Contract with cause on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the terms and/or duties under this Agreement are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

5. **NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

6. **NOTICE**

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

**GOVERNMENT**
Commissioner  
Department of Property and Procurement  
#3274 Estate Richmond Christiansted, St. Croix  
U. S. Virgin Islands 00820-4241

[Commissioner]  
[User Agency]  
[Address]

**CONTRACTOR**
[Contact]  
[Name of Company]  
[Address]

7. **RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or
to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

8. FAILURE TO DELIVER

Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

9. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

OR

ADDENDUM III
(GENERAL PROVISIONS)* Federally Funded/Declared Disaster

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 he 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 his 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.

4. SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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.

5. 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.

6. 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.

7. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and all local and federal taxes of Contractor, including but not limited to unemployment insurance, income taxes, gross receipt taxes and social security taxes for Contractor, its servants, agents or independent contractors.

8. 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

9. DEPARTMENT OF HOMELAND SECURITY TERMS & CONDITIONS

The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of Department of Homeland Security agency officials without specific Federal Emergency Management pre-approval. Federal Emergency Management Agency financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, Federal Emergency Management Agency policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
10. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

11. INDEMNIFICATION

Contractor agrees to investigate, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

12. TERMINATION

The Government shall have the right to terminate this Contract for cause or for convenience on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

13. NOTICE

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

GOVERNMENT

| [NAME] |
| Commissioner  |
| Department of Property and Procurement  |
| 3274 Estate Richmond  |
| St. Croix, Virgin Islands 00820  |

CONTRACTOR

| Name:  |
| Title:  |
| Company Name:  |
| Company Address:  |
14. **REMEDIES**

If work under this Contract is not performed in accordance with the terms hereof, and in any and all other instances where Contractor violates or breaches a term or provision of this Contract, the Government shall possess the remedy right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

INTENTIONALLY LEFT BLANK
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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, _________________________, 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.

__________________________________
Signature of Contractor’s Authorized Official

____________________________________
Name and Title of Contractor’s Authorized Official

________________
Date
APPENDIX R
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF [INSERT DEPARTMENT NAME]
&
THE VIRGIN ISLANDS OF [INSERT DEPARTMENT NAME]/ ENTITY NAME
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this _______ day of
________________, 20___, in the Territory of the Virgin Islands, by and between the Government of the Virgin
Islands, Department of [Insert Department Name] and Virgin Islands Department of [Insert Department
Name]/ Entity Name, each a “Party” or collectively “Parties,” through the Department of Property and
Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of [Insert Department Name] is responsible for [insert
responsibilities] pursuant to Title ____, Section ____, of the Virgin Islands Code; and

Whereas, the Virgin Islands Department of [Insert Department Name] is responsible for [insert
responsibilities] pursuant to Title ____, Section ____, of the Virgin Islands Code; and

Whereas, the agencies have a common interest in ensuring ________________________; and

Whereas, the agencies desire to combine efforts in ensuring _____________________, by entering into this
MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to
be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. TERM

This MOU shall commence upon the execution of this MOU by the Governor of the Virgin Islands and
shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter.

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this
MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under
this MOU.

3. RESPONSIBILITIES/ TASKS

3.1 Department of [Insert Department Name] shall be responsible for:
(a) Insert a list of responsibilities as appropriate

3.2 Department of [Insert Department Name] shall be responsible for:

(a) Insert a list of responsibilities as appropriate

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of [Insert Department Name] designates:

Insert name, title and address

Department of [Insert Department Name] designates:

Insert name, title and address

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by [insert entity’s name] as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of [insert entity’s name] of whatsoever nature, including but not limited to unemployment insurance and social security taxes for [insert entity’s name], its servants, agents or independent contractors. (Insert only if the other entity is not a Government agency)

6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. INDEMNIFICATION

[Insert Entity Name] agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, 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 [insert entity’s name] under this MOU and arising from any cause, except the sole negligence of Government. (Insert only if the other entity is not a Government agency)

8. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.
9. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

11. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Governor.

12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

13. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

14. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

15. EFFECTIVE DATE

The effective date of this MOU shall be the day of execution of the MOU by the Governor.

16. NOTICE

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:
[NAME]
Commissioner
Department of Property and Procurement
3274 Estate Richmond
St. Croix, VI 00820

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:  

________________________   __________________________
[NAME] [TITLE]               [NAME] [TITLE]
[AGENCY]                     [AGENCY]

________________________   __________________________
________________________
[NAME] [TITLE]               Date       [NAME] [TITLE]        Date
[AGENCY/ENTITY]             [AGENCY/ENTITY]

________________________
[NAME], Commissioner       Date
Department of Property and Procurement

APPROVED:

________________________
Date: ____________________

112
Honorable [NAME]
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _________________ Date __________

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of MOU No. ________________ entered into between the Department of Property and Procurement and ____________________________.

____________________________
[NAME], Commissioner
Department of Property and Procurement
THIS MEMORANDUM OF AGREEMENT ("MOA") is made this _______ day of ____________, 20___, 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 [User Agency] (hereinafter referred to as "Government") and [Insert Department, Authority or University Name] (hereinafter referred to as "_______________").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8) or other applicable exception;

WHEREAS, _________________ represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

____________ will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM

This MOA shall commence upon the execution of this MOA by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this MOA for a period of one additional year subject to the same terms noted herein, by providing ______________ with 60 days written notice of the Government’s election to renew. (Only insert renewal language in second sentence if the MOA has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay [insert entity name] the sum of [insert value of contract in words] [($insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.
4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A ($ N/A).

5. RECORDS

[Insert Entity Name] when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

[Insert Entity’s Name] agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above described materials shall not be used by [Insert Entity’s Name] or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this MOA shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by [insert Entity’s Name] as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for [insert entity name], its servants, agents or independent contractors. (do not insert this if the MOA is between two Executive branch departments)

9. ASSIGNMENT

[Insert Entity’s Name] shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

10. INDEMNIFICATION

[Insert Entity’s Name] agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, 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 [insert Entity’s Name] under this MOA and arising from any cause, except the sole negligence of Government. (Do not insert if the MOA
is between two Executive branch departments, if the other party is a Federal agency, or independent instrumentality of the GVI, begin sentence with “To the extent permitted by law”)

11. INDEPENDENT CONTRACTOR

[Insert Entity Name] shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOA shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

4. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to [insert Entity’s Name], such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, 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 [insert Entity’s Name] 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 [insert Entity’s Name] gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Governor.
17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the [insert Entity’s Name] a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The [insert Entity’s Name] shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOA on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

[insert Entity’s Name] covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOA.

21. EFFECTIVE DATE

The effective date of this MOA shall be the day of execution of the MOA by the Governor.

22. NOTICE

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

GOVERNMENT

[NAME]

Commissioner

Department of Property and Procurement

3274 Estate Richmond

St. Croix, VI 00820

[NAME & TITLE]

[USER AGENCY]

[AGENCY’S PHYSICAL ADDRESS]

[AGENCY’S MAILING ADDRESS]

[CITY. STATE. ZPP CODE]
23. LICENSURE

[Insert Entity’s Name] covenants that it has:

(c) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and

(d) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this MOA and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this MOA)

25. DEBARMENT CERTIFICATION

By execution of this MOA, the [insert Entity’s Name] certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. [Insert Entity’s Name] shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT”. In the event [insert Entity’s Name] or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the [insert Entity’s Name] or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the [insert Entity’s Name] or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if MOA involves federal funds)

26. FALSE CLAIMS

[Insert Entity’s Name] warrants that it shall not, with respect to this MOA, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. [Insert Entity’s Name] acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

[Insert Entity’s Name] acknowledges that this MOA is funded, in whole or in part, by federal funds. [Insert Entity’s Name] warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. [Insert Entity’s Name] acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if MOA involves federal funds)
28. INSURANCE [if MOA is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP – do not insert is the MOA is between two Executive branch departments or with a Federal Agency.]

[Insert Entity Name] shall maintain the following insurance coverages during the term of this MOA

(d) PUBLIC LIABILITY/ COMMERCIAL GENERAL LIABILITY: Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. The public liability/ commercial general liability insurance shall have a minimum limit of not less than one million dollars ($1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars ($1,000,000.00) for any one occurrence for property damage.

(e) PROFESSIONAL LIABILITY: Professional liability insurance, which covers the services being performed under this MOA, with policy limits of no less than one million dollars ($1,000,000.00) per any one occurrence. The Government shall be listed thereon as a certificate holder.

(f) WORKERS’ COMPENSATION: [Insert Entity Name] shall supply current coverage under the Government Insurance Fund or other form of coverage.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

__________________________________________
[NAME] [TITLE]
[USER AGENCY]

__________________________________________
[NAME], Commissioner
Department of Property and Procurement

[Insert Entity Name]

__________________________________________
[NAME] [TITLE]

__________________________________________
[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)
APPROVED:

________________________ Date: __________________

Honorable [NAME]
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: __________________ Date _________

________________________

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL
I hereby certify that this is a true and exact copy of Contract No. ________________ entered into between the Department of Property and Procurement and ____________________________.

__________

[NAME], Commissioner
Department of Property and Procurement
APPENDIX T

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.

2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required—blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted.

3. Proof of Worker’s Compensation Coverage/ Government Insurance Coverage

4. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only to professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes or where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor’s work.

5. Corporations (Inc., Corp, Co., Corporation)
   a. Articles of Incorporation (and applicable amendments)
   b. Tradename Certificate if company uses a tradename (valid for two years)
   c. Certificate of Good Standing (valid from July 1st thru June 30th)
   d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)

6. Limited Liability Company (LLC)
   a. Articles of Organization (and applicable amendments)
   b. Tradename Certificate if company uses a tradename (valid for two years)
   c. Certificate of existence (valid from July 1st thru June 30th)
   d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

7. General Partnerships
   a. Partnership agreement (if it exists)
   b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
   c. Tradename Certificate if company uses a tradename (valid for two years)

8. Limited Partnerships (L.P/ LLP/ LLLP)
   a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
   b. Tradename Certificate if company uses a tradename (valid for two years)
   c. Certificate of Existence (valid from July 1st thru June 30th)
   d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

9. Sole Proprietorship
   a. Tradename certificate if a tradename is used (valid for two years)
Note: Documents listed in Nos. 1-3 above are required for all contractors. Documents listed in Nos. 5-9 are specific to each organization type and are required in addition to the documents listed in Nos. 1-3. If a contractor is not performing work in the Virgin Islands and do not require local documents, User Agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.
GLOSSARY

The following is a list of definitions for commonly used procurement terms to assist in understanding the contractual process:

Aggregate: The total amount of purchases for a single item or related group of items for a period of time; i.e. one (1) year, one (1) quarter, weekly, monthly or other period of time as determined by the Department.

Allowable cost: An amount meeting the requirements of the applicable program, State regulations, guidance and instructions and the OMB Cost Circulars.

Award: The acceptance of a bid or proposal from a potential contractor that leads to the execution of a binding contract between the parties.

Bid: An offer to perform for a fixed price in accordance with the specifications and conditions set forth in an invitation for bids.

Bidder: A prospective contractor in a competitive sealed bidding procurement.

Bid Bond: A promise from a surety or a check or cash in an amount equal to at least five percent (5%) of the amount of the bid that shall be forfeited by the provider if the successful low bidder refuses to accept the award of a contract.

Competitive Negotiation: An alternative method to competitive bidding and formal advertisement where the request for proposals is sent to a select pool of qualified contractors only and negotiations are done with contractors within that group who meet the evaluation criteria.

Contract: The agreement, executed and approved by the Department of Property and Procurement in the name of the Government of the Virgin Islands, and the successful bidder to whom the award is made, covering the performance of the work or services and the furnishing of labor and materials, by which the contractor is bound to perform the work or services and by which the Government of the Virgin Islands is obligated to compensate him therefore at the mutually established and accepted contract considerations. The contractor shall include the plans, specifications, proposal, special provisions, performance bond, payment bond, and any other written mutual supplemental agreements and understandings that are required to complete the construction of the work or performance of the services in an acceptable manner including authorized extensions thereof.

Contractor: The individual, partnership, firm or corporation executing a contract as party of the second part, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable performance of the work or services for which he has contracted, and for the payment of all legal debts pertaining to the work.

Confirming Order: A purchase that obligates the Government of the Virgin Islands without a written approved purchase order by the Commissioner of the Department of Property and
Procurement. Title 31, Chapter 23, Sections 234, 248, and 249 forbids the unauthorized obligation of government funds. The Virgin Islands Code permits the imposing of fines and imprisonment for violators. Confirming orders have to be ratified by the Legislature and approved before payment to the vendor can be effectuated.

**Funding Source:** Written documentation that funding is available for the acquisition of goods or services, examples include purchase orders, and funding letters from the Virgin Islands Public Finance Authority.

**Invitation for Bid:** A type of competitive sealed bidding solicitation where the Government provides detailed project specifications or detailed services and invites contractors to submit proposals indicating how much it will cost to complete the project or provide the required services. An award is made on a purely objective basis to the lowest, responsive and responsible bidder. This method is commonly referred to as competitive sealed bidding.

**Justification Letter:** A letter signed by the User Agency head or authorized designee explaining the need for a particular purchase, the procurement process followed, and the accepted delivery terms, and requesting the approval of the Commissioner of Property and Procurement to proceed with the procurement as outlined in the letter. Justification letters are used when an exception to competitive bidding or procurement policies are being utilized. All justification letters must clearly reference the specific section of the Code authorizing the purchase, and the circumstances must support the exception cited from title 31, Virgin Islands Code, chapter 23, section 239.

**Open Market:** Purchasing goods and supplies or contracting for services under an exception in title 31, Virgin Islands Code, chapter 23, section 239, rather than using the formal competitive bidding requirements in title 31, Virgin Islands Code, chapter 23, section 236.

**Payment Bond:** The security furnished by the contractor to guarantee the prompt payment of all persons supplying labor and materials in the performance of the work or services provided in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the total contract amount.

**Performance Bond:** The security furnished by the contractor to guarantee the completion of all the requirements of the contract within the original term of the contract and any extension that may be granted, in accordance with the terms of the contract. The bond shall be in an amount equal to one hundred percent (100%) of the total contract amount.

**Preferred Bidder:** A person who has been a bonafide continuous resident of the Virgin Islands for at least eight (8) years or was born in the Virgin Islands; or a firm, partnership or corporation in which at least fifty-one percent (51%) of the legal or equitable ownership is held by a person or persons who have been a bonafide continuous residents of the Virgin Islands for at least eight (8) years or who were born in the Virgin Islands, and said person, firm, partnership or corporation is licensed in the Virgin Islands and who owns operates, or maintains a store, warehouse or other place of business in the Virgin Islands or is the duly authorized agent, dealer, distributor or representative in the Virgin Islands for the materials, supplies articles, or equipment of the general
character described by the specifications and required under the contract. A preferred bidder is afforded preferential treatment over other non-preferred bidders.

**Procurement:** The acquisition – and directly related matters – of personal property and nonpersonal services (including construction) by such means as purchasing, renting, leasing, contracting or bartering, but not by seizure, condemnation, donation or requisition.

**Procurement Item:** Any personal property or non-personal services, including construction, alteration, repair or installation, which is the object of procurement.

**Proposal:** A bid, quotation, offer or response to a solicitation relating to a procurement.

**Purchase Order:** A written authorization, approved by the Commissioner of the Department of Property and Procurement, for the procurement of goods and services. A purchase order encumbers and specifically sets aside funds for the acquisition of a particular set of goods or services, in the amount required to satisfy said acquisition.

**Renewal:** Contracting with the same contractor for an additional contract period, after the initial contract period, pursuant to the contract terms that are specifically provided in the original contract for the renewal.

**Responsive:** A bid or offer that meets all material requirements of the solicitation.

**Responsible:** The bidder possesses the ability to perform successfully under the terms and conditions of the proposed award.

**Requisition:** The document created by the user agency which initiates the process for the procurement of good and services. The requisition provides for the orderly, complete and timely flow of procurement needs from the User Agency to the vendor, and is complete when the requisition is converted to a purchase order.

**Request for Proposal:** A type of competitive sealed bidding solicitation where the Government announces funding is available for a project, service or technology, and seeks proposals for the completion thereof. The Government does not provide project specifications with this type of solicitation. This is a two-phase process in which bidders submit unpriced Technical offers or samples, or both, to be evaluated by the Government and a second phase in which those bidders whose technical offers or samples, or both, have been found to be acceptable during the first phase have their price bids considered. The award is made to the responsive and responsible bidder offering the best value.

**Supplemental Agreement:** A written agreement executed by the contractor and the Commissioner of Property and Procurement, with the consent of the contractor's surety, supplementing the contract to cover changes or changed conditions incidental to and necessary for the acceptable completion of the contract.
**Subcontractor:** The individual, firm or corporation undertaking the execution of a part of the work or services under the terms of the contract by virtue of an agreement with the contractor, subject to the approval of the engineer.