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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 1st day of April 2022, in the Territory of the U.S. Virgin Islands, by and between the Government of the U.S. Virgin Islands, through the Department of Property and Procurement, on behalf of the **OFFICE OF THE GOVERNOR and DEPARTMENT OF TOURISM** (hereinafter referred to as the "Government"), and **ROB DEROCKER & ASSOCIATES** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide communications consulting services, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8) for Contractor's unique capabilities and skills and media access credentials in public communication, marketing consulting, and public relations, and intimate knowledge of the Administration's programs, crisis analysis and management, general knowledge of and access to national broadcast media channels, and having negotiated the terms of the Contract with the Contractor; and

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

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 Services) attached hereto and made a part of this contract.

2. TERM & EFFECTIVE DATE

The term of this Contract shall be from April 1, 2022 to December 31, 2022. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, the Contract shall be effective for the Term set out herein. The Government in its sole discretion shall have the option to renew this Contract for an additional period of up to twelve (12) months on the same terms noted herein on thirty (30) days prior written notice.



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3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed NINETY-NINE THOUSAND DOLLARS (\$99,000.00) 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 and journalist meals or entertainment, while in travel status, for trips outside of New York City 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 FIFTEEN THOUSAND DOLLARS (\$15,000.00).

5. RECORDS

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

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to Contractor's 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. INTELLECTUAL PROPERTY

8.1 The Contractor acknowledges that because of the nature of its duties and the particular responsibilities arising as a result of such duties that the Contractor owes to the Government, the Contractor has a special obligation to further the interests of the Government.

8.2 The Contractor must promptly disclose to the Government any idea, invention, work, or Intellectual Property made by the Contractor in the course of its consultancy that is relevant to or



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capable of use in the business of the Government. The Contractor acknowledges that the Intellectual Property Rights subsisting, or which may in the future subsist, in any such ideas, inventions or works will, on creation, vest in and be the exclusive property of the Government.

8.3 The Contractor agrees to execute on demand, whether during the Contractor's Consultancy or at any time following the cessation of this Consultancy, any applications, transfers, assignments and other documents the Government may consider necessary to:

(i) enable the Government to obtain full ownership of and absolute title to, and to exercise exclusive rights to, the Intellectual Property in any country in the world, or (ii) apply for, prosecute, obtain or protect any patent, copyright, industrial design or trademark or any other similar right pertaining to the Intellectual Property in any country in the world. The Contractor further agrees to cooperate and assist the Government in every way possible in the application for or prosecution of such rights pertaining to the Intellectual Property.

8.4 For the purpose of this clause, "Intellectual Property" means anything which has been or is conceived of, developed, created, modified or improved by Contractor, either solely or with others, in whole or in part, including but not limited to inventions, designs, ideas, concepts, discoveries, works, creations, trademarks, developments, programs, software, schematics, codes, drawings, sketches, specifications, compilations of information, analyses, experiments, data, formulae, methods, processes, techniques, prototypes, products, samples, equipment, tools and machines, during the term of the Contractor's Consultancy with the Government.

8.5 Without limiting Section 8.2, all documents and other things (in whatever form or media, including but not limited to notes, memoranda, correspondence, drawings, sketches, plans, designs and any other material upon which data or information is recorded or stored) relating to the business or affairs of the Government or any of its suppliers, agents, distributors, customers or others which shall have been acquired, received or made by the Contractor during the course of the Consultancy shall be the property of the Government and shall be surrendered by the Contractor together with all copies to someone duly authorized in that behalf at the termination of the Contractor's Consultancy or at any time during the course of the Consultancy immediately upon request.

9. 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 the 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, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.



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10. ASSIGNMENT

As the services to be rendered are based on the personal competence of the Contractor and its personnel and are part of the inducement for this Contract, the Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent 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, costs, 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 the 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 shall remain 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 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.



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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, 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.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

17. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

18. TERMINATION

Either party will have the right to terminate this Contract, with or without cause, upon thirty (30) days written notice to the other party specifying the date of termination.

19. 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 ten (10) 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 ten (10) day notice.



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20. 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.

21. 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); nor
 - (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; and
 - (iii) no financial interest in this Contract as that term is defined in section 1101(1) of said Code chapter.

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
 Anthony D. Thomas
 Commissioner
 Department of Property and Procurement
 8201 Sub Base, Suite 4
 St. Thomas Virgin Islands 00802

Karl Knight
 Chief of Staff
 Office of the Governor of the U.S. Virgin Islands
 5047 (21-22) Kongens Gade
 St. Thomas Virgin Islands 00802



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Joseph B. Boschulte
Commissioner
Department of Tourism
2318 Kronprindsens Gade
St. Thomas Virgin Islands 00802

CONTRACTOR

ROB DEROCKER & ASSOCIATES
Rob DeRocker
President
No. 3 Warner Lane
Tarrytown, NY 10591

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.

25. 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.

26. INSURANCE

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



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- (a) COMMERCIAL GENERAL LIABILITY: N/A.
- (b) PROFESSIONAL LIABILITY: N/A
- (c) WORKERS' COMPENSATION: N/A.

27. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Claudio Charles

[Signature]

8/17/22

Karl Knight, Chief of Staff
Office of the Governor of the U.S. Virgin Islands

Date

[Signature]

[Signature]

08/23/2022

Joseph B. Boschulte, Commissioner
Department of Tourism

Date

[Signature]

[Signature]

9/21/2022

Anthony D. Thomas, Commissioner
Department of Property and Procurement

Date

CONTRACTOR:

ROB DEROCKER & ASSOCIATES

[Signature]

[Signature]

8/17/22

Rob DeRocker
President

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: [Signature] Date 9/21/2022
Assistant Attorney General

PURCHASE ORDER NO. _____