

## Appendix A: Proposal Package Checklist

1. Electronic Submission of Proposal to:

- a. [ebids\\_proposals@dpp.vi.gov](mailto:ebids_proposals@dpp.vi.gov)
- b. Subject line contains- **Company's Name- Solicitation Number and Due Date.**
- c. File format: PDF- in a single PDF file that include each of the following:
  - i. Introductory Cover Letter;
  - ii. Enclosure Document A: Commitment Statement Letter
  - iii. Executive Summary with Key Staff
  - iv. Title Page
  - v. Table of Contents
  - vi. Firm Background and Experience
  - vii. Current Business License
  - viii. Current Tradename Registration Certificate
  - ix. Certificate of Good Standing
  - x. Certificate of Resolution/Memorandum Authorizing Signatory on Company letterhead
  - xi. Copy of SAM.GOV registration
  - xii. Proof of DUNs number registration
  - xiii. Articles of Incorporation/Articles of Organization/Limited Partnership Agreement
  - xiv. Technical Proposal;
  - xv. Acknowledgement of Addenda, if any;
  - xvi. Exceptions to the Terms and Conditions Specified in the RFP and General Contract Provisions;
  - xvii. Confidential/Proprietary Information (if applicable);
  - xviii. Appendix A: Proposal Package Checklist;
  - xix. Appendix B: Confirmation of Attendance at Pre-Bid Conference or Site Visit;
  - xx. Appendix C: Fee Schedule
  - xxi. Appendix D: Schedule
  - xxii. Appendix E: Respondent's Qualification Statement & Minimum Qualifications Questionnaire
  - xxiii. Appendix F: Certification of Information
  - xxiv. Appendix G: Women and Minority Owned Business Enterprises Participation Plan
  - xxv. Appendix H: GVI Non-Collusive Affidavit

- xxvi. Appendix I: Debarment Certification Form
- xxvii. Appendix J: Acknowledgment of any Addenda
- xxviii. Appendix K: General Contract Terms and Provisions

## Appendix B: Confirmation of Attendance at Pre-Bid Conference or Site Visit

This will confirm my attendance at the RFP Pre-Proposal Conference to be held at 11:00 am during the week of June 1<sup>st</sup> – 5<sup>th</sup>, 2020. Please note that attendance is mandatory.

Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

Name(s) of Attendees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS FORM SHOULD BE EMAILED TO: [ebids\\_proposals@dpp.vi.gov](mailto:ebids_proposals@dpp.vi.gov)

The subject line of email must include **Company's Name- Solicitation Number, and Appendix subject.**

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING: NAME LEGAL RESIDENCE

-----  
President  
-----  
Secretary  
-----  
Treasurer

**Identifying Data:**

Potential Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**If applicable, Responsible Corporate Officer**

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

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

**Joint or combined bids by companies or firms must be certified on behalf of each participant.**

Legal Name of Person or Corporation: \_\_\_\_\_

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

Address: \_\_\_\_\_ City, ST \_\_\_\_\_

Legal Name of Person or Corporation: \_\_\_\_\_

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

Address: \_\_\_\_\_ City, ST \_\_\_\_\_

Legal Name of Person or Corporation: \_\_\_\_\_

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

Address: \_\_\_\_\_ City, ST \_\_\_\_\_

## **Appendix C: Fee Schedule for each Project**

## Appendix C-1- Governor Juan F. Luis Hospital & Medical Center Fee Schedule

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all cost listed may be included in the final contract based on negotiations with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 1: Program Development</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 2: Conceptual/Pre-Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 3: Architectural &amp; Engineering Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 4: Bid Document Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 5: Construction Management Services</b>					
<b>SUBTOTAL</b>					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc)			
<b>TOTAL COST</b>			

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

## Appendix C-2a- Roy L. Schneider Hospital Fee Schedule (Interim Structure)

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all cost listed may be included in the final contract based on negotiations with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 1: Architectural and Engineering Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 2: Bid Document Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 3: Design Services During Construction</b>					
<b>SUBTOTAL</b>					



Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 4: Resident Project Representative Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 5: Construction Management</b>					
<b>SUBTOTAL</b>					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc)			
<b>TOTAL COST</b>			

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

## Appendix C-2b- Roy L. Schneider Hospital Fee Schedule (RLSH Existing Structure)

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all cost listed may be included in the final contract based on negotiations with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 1: Architectural and Engineering Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 2: Bid Document Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 3: Design Services During Construction</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 4: Resident Project Representative Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 5: Construction Management</b>					
<b>SUBTOTAL</b>					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc)			
<b>TOTAL COST</b>			

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

## Appendix C-3- Charlotte Kimelman Cancer Institute Fee Schedule

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all cost listed may be included in the final contract based on negotiations with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 1: Architectural and Engineering Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 2: Bid Document Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 3: Design Services During Construction</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 4: Resident Project Representative Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 5: Construction Management</b>					
<b>SUBTOTAL</b>					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc)			
<b>TOTAL COST</b>			

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

## Appendix C-4 – Myrah Keating Smith Community Health Center Fee Schedule

The Respondent shall complete and submit an Hourly Rate Schedule. The estimated costs are being provided for evaluation of bids and determining cost reasonableness. Not all cost listed may be included in the final contract based on negotiations with the winning bidder.

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 1: Architectural and Engineering Design Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 2: Bid Document Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 3: Design Services During Construction</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 4: Resident Project Representative Services</b>					
<b>SUBTOTAL</b>					

Staff Position	Number of Staff	Hourly Rate	Estimated Hours per week	Estimated weeks	Estimated Total
<b>Section 5: Construction Management</b>					
<b>SUBTOTAL</b>					

Project Phase	Total Cost
Program Development	
Conceptual/Pre-Design Services	
Architectural & Engineering Design Services	
Bid Document Services	
Construction Management Services	
<b>TOTAL COST</b>	

Ongoing Expenses shall be listed below. Include any expenses not listed below for consideration.

Ongoing Expenses	Estimated Cost Per Week	Estimated Weeks	Estimated Total
Travel			
Per Diem (Housing, Rental Car, Meals, Incidentals)			
Office Expenses (conferencing service, printing, mailing, etc)			
<b>TOTAL COST</b>			

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

## **Appendix D: Schedule for Respective Project**



## Appendix D-1- Governor Juan F. Luis Hospital & Medical Center Schedule

Provide a milestone design schedule including the critical dates you would require in order to meet the project schedule. The following represents the anticipated schedule durations as proposed for the design phase of the project.

**Anticipated Project Schedule Durations**

<b>Task</b>	<b>Timeframe</b>
Program/Pre- Design / Design Development and Meeting	90 days
30 Percent Construction Documents and Meeting	120 days
60 Percent Construction Documents and Meeting	120 days
90 Percent Construction Documents and Meeting	60 days
Bid/ Contract Documents and Meeting	30 days
Opinion of Probable Cost	30 days
Permitting and Approval	60 -90 days
<b>Total Anticipated Duration (Design Phase)</b>	<b>17- 18 months</b>

## Appendix D-2a- Roy L. Schneider Hospital Schedule (Interim Structure)

Provide a milestone design schedule including the critical dates you would require in order to meet the project schedule. The following represents the anticipated schedule durations as proposed for the design phase of the project.

**Anticipated Project Schedule Durations**

<b>Task</b>	<b>Timeframe</b>
Program/Schematic Design / Design Development and Meeting	45 days
30 Percent Construction Documents and Meeting	30 days
60 Percent Construction Documents and Meeting	60 days
90 Percent Construction Documents and Meeting	30 days
Bid/ Contract Documents and Meeting	15 days
Opinion of Probable Cost	30 days
Permitting and Approval	60 -90 days
<b>Total Anticipated Duration (Design Phase)</b>	<b>9- 10 months</b>

## Appendix D-2b- Roy L. Schneider Hospital Schedule (RLSH Existing Structure)

Provide a milestone design schedule including the critical dates you would require in order to meet the project schedule. The following represents the anticipated schedule durations as proposed for the design phase of the project.

**Anticipated Project Schedule Durations**

<b>Task</b>	<b>Timeframe</b>
Program/Schematic Design / Design Development and Meeting	45 days
30 Percent Construction Documents and Meeting	30 days
60 Percent Construction Documents and Meeting	60 days
90 Percent Construction Documents and Meeting	30 days
Bid/ Contract Documents and Meeting	15 days
Opinion of Probable Cost	30 days
Permitting and Approval	60 -90 days
<b>Total Anticipated Duration (Design Phase)</b>	<b>9- 10 months</b>

## Appendix D-3- Charlotte Kimelman Cancer Institute Schedule

Provide a milestone design schedule including the critical dates you would require in order to meet the project schedule. The following represents the anticipated schedule durations as proposed for the design phase of the project.

**Anticipated Project Schedule Durations**

<b>Task</b>	<b>Timeframe</b>
Program/Schematic Design / Design Development and Meeting	45 days
30 Percent Construction Documents and Meeting	30 days
60 Percent Construction Documents and Meeting	60 days
90 Percent Construction Documents and Meeting	30 days
Bid/ Contract Documents and Meeting	15 days
Opinion of Probable Cost	30 days
Permitting and Approval	60 -90 days
<b>Total Anticipated Duration (Design Phase)</b>	<b>9- 10 months</b>

## Appendix D-4- Myrah Keating Smith Community Health Center Schedule

Provide a milestone design schedule including the critical dates you would require in order to meet the project schedule. The following represents the anticipated schedule durations as proposed for the design phase of the project.

**Anticipated Project Schedule Durations**

<b>Task</b>	<b>Timeframe</b>
Program/Schematic Design / Design Development and Meeting	45 days
30 Percent Construction Documents and Meeting	30 days
60 Percent Construction Documents and Meeting	60 days
90 Percent Construction Documents and Meeting	30 days
Bid/ Contract Documents and Meeting	15 days
Opinion of Probable Cost	30 days
Permitting and Approval	60 -90 days
<b>Total Anticipated Duration (Design Phase)</b>	<b>9- 10 months</b>

## **Appendix E: Respondent's Qualification Statement & Minimum Qualifications Questionnaire**

### ***Respondent's Qualification Statement***

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

---

Type of License(s) \_\_\_\_\_  
Number of Architectural & Engineering Services completed in the last 5 Years \_\_\_\_\_, Average  
value of these Contracts \$ \_\_\_\_\_  
Do you have plan to use Subcontractors? ☐Yes ☐No If yes, company \_\_\_\_\_

---

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

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

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

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

---

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

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

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

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

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

---

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

Name and Title of Authorized Representative: \_\_\_\_\_

---

Signature

Date

## Minimum Qualifications Questionnaire

<b>MINIMUM QUALIFICATIONS QUESTIONNAIRE</b>	
<b>Criteria</b>	<b>Description / Location in Proposal</b>
The ability and resources to perform the scope of services, including at least ten (10) years' experience in providing design services similar to those called for in the scope of services; provide references of specific projects as part of the proposal.	
Consultant shall have served as lead design contractor overseeing consultants of various disciplines and have experience managing multidisciplinary teams on large scale healthcare facilities projects completed within the ten (10) years immediately preceding this RFP.	
Experience with programs that utilize FEMA or Federal funding and the ability and resources to ensure compliance with all applicable funding requirements.	
While experience working within the Virgin Islands is preferred it is not required; however, comparable experience working with hospital design in excess of Fifty million dollars is required.	

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



## **Appendix F: Certification of Information**

The undersigned, on behalf of the company named below, hereby represents and certifies to the best of their knowledge that:

1. The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposal for Design Professional Services.
2. Compliance to all applicable laws, regulation, or ordinances of applicable Federal, State, and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
3. Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
4. The firm named below unconditionally accepts all terms and conditions listed in this request for proposal, unless fully disclosed in the response.
5. They have examined the Request for Proposal, drawings, and related documents, and hereby submit the following Proposal for Design Professional Services and doing all things necessary for the satisfactory completion of the work in accordance with said documents required for the analysis and design of renovations and expansions at the project premises.
6. The individual signing this form is an officer of the firm and is authorized to sign agreements on behalf of the company.
7. They agree to commence work under this contract within five (5) days of receipt of written "Notice to Proceed" from GVI and to substantially complete the entire work of the contract as specified.
8. This proposal shall hold for and may not be withdrawn for a period of thirty (30) calendar days from the Proposal due date.
9. They have received of all addenda to the Request for Proposal, all of the provisions and requirements of which addenda have been taken into consideration in preparation of this Proposal.
10. No claim will be made on account of any increased wage, scale, material prices, taxes, insurance, or cost indexes.
11. GVI reserves the right to reject any or all bids and to waive any formality in the bidding.

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

Signed: \_\_\_\_\_

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

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

Name of Firm: \_\_\_\_\_

Organized as a (mark one):

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation Under

the Law of the State of: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

Web: \_\_\_\_\_

If a corporation, indicate the state of incorporation, if a partnership, enumerate all partners. Current, valid Insurance Certificates and Union Cards for all trades are required for this project, and must be forwarded to the Vice President, Territorial Capital Projects for file record following award.

## Appendix G: Women & Minority Owned Business Enterprise Participation Plan

### G.1 Subcontractor Participation Plan

**Check one:** ☐Initial Plan ☐Amended Plan

*The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process, and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit with the proposal package.*

I affirm the following statements are true and accurate:

1. I have read and understand the MWBE requirements of the project.
2. I will make and thoroughly document good faith efforts to meet MWBE requirements.
3. This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.
4. I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.
5. Upon request, I will provide Virgin Islands State Division of Homeland Security and Emergency Services (DHSES) with proof of payments made to subcontractors.
6. **FOR CONSTRUCTION CONTRACTS ONLY.** I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

---

Authorized Person

---

Date

## Subcontractor Information

Business Name	MWBE Certified (Y/N)	Award Amount	Services to be Provided	Anticipated Start Date

## G.2 Intent to Perform as Subcontractor

Respondent/ Prime Contractor		Subcontractor	
Name		Name	
Address		Address	
Phone		Phone	
Federal Id Number		Federal Id Number	
Contract/RFP Number			
Projected Start Date			
Projected Completion Date			
Work to be Performed			
Price of Work to be Performed			

### Certification

The Contractor hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The Contractor must notify Roy University Medical Center of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Title

### G.3 Self-Perform Statement

This project has Minority and Women Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting to your Prime Contractor. If your business will be self-performing all of the work assigned under this contract, an authorized representative must sign below and submit to your Prime Contractor. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business)\_\_\_\_\_ will be executing 100 percent of the work assigned to it by (Prime Contractor)\_\_\_\_\_ under the \_\_\_\_\_(Project Location name) Redevelopment Project, and thus will not be subcontracting any work.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## Appendix H:

### GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

## NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that –

(1) He is [owner, partner, officer, representative, or agent] of.....

..... the bidder that has submitted that attached bid;

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

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

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

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

\_\_\_\_\_  
Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of .....

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

## Appendix I:

### GOVERNMENT OF THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

#### *DEBARMENT CERTIFICATION FORM*

---

#### *Certification Regarding Debarment, Suspension and Ineligibility*

---

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The GVI may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

---

---

Signature

Date

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of legal age,

---

(Trade or Corporation)

and personally, known to me.

(SEAL)

---

Notary Public



## Appendix J- Acknowledgment of any Addenda

### RESPONDENT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax Identification #: \_\_\_\_\_

### RESPONDENT 'S CONTACT PERSON

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

### SCHEDULE OF ADDENDA

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

Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____

### RESPONDENT 'S AUTHORIZED REPRESENTATIVE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix K- General Contract Provisions**

## **Professional General Contract Terms Table of Contents**

### Clause Number

1. Definitions
2. General Statement of Responsibility of Contractor
3. Commencement, Prosecution and Completion of Project
4. Permits and Responsibility for Work, Etc.
5. Access to Work in Progress
6. Progress Reports and Working Schedules
7. Changes
8. Suspension or Interruption of Work
9. Termination
  - a. Termination for Default
  - b. Termination for Convenience
10. Delay and Damages
11. Contract Price
12. Terms of Payment
13. Compliance with Applicable Law and Acceptable Practices
14. Insurance
15. Injury and Damage Claims
16. Right to Audit
17. Contingent Fees
18. Gratuities
19. Notice
20. Enforcement
21. Governing Law
22. Effective Date of Contracts
23. Entire Agreement Modification
24. Other Requirements
25. Standard of Care
26. False Claims

## **Professional General Contract Terms**

### **1. DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

- a. The term “Work” or “Scope of Work” shall mean all work described in the Specifications, Request for Proposals, Invitation or Bid or Contract and all requirements of these Professional General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 10 hereof).
- b. The term “Specifications” shall mean the detailed description of, and requirements for, work to be performed, including all plans and drawings, which are a part of the Specifications.
- c. The term “Hospital” shall mean the purchaser and owner of the Work, the Governor Juan F. Luis Hospital & Medical Center, Roy L. Schneider Hospital (Interim Structure), Roy L. Schneider Hospital (Existing Structure), Charlotte Kimelman Cancer Institute and Myrah Keating Smith Community Health Center, or an authorized agent thereof.
- d. The term “Contractor” shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his/her legal personal representatives, successors, and assigns.
- e. The term “Contract” shall mean the written agreement between the Hospital and the Contractor.
- f. The term “Site” shall mean anywhere the work is required to be performed.
- g. The term “Contracting Officer” shall mean the Chair of the VI Government Health and Hospitals Facilities Corporation and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of her/his Hospital.

### **2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR**

- a. The Contractor shall perform the work in accordance with the terms of the Contract. This work includes all necessary services, the furnishing

of all labor, materials, equipment, tools, supervision, transportation and insurance, except as otherwise provided. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

- b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder.
- c. Any provisions of the Contract which appear to give the Hospital the right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Hospital only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.
- d. All services performed or materials provided by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.
- e. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. Contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, omissions or other deficiencies in the services.

### **3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

- a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from the Hospital and to complete it no later than the Contract completion date.
- b. The Contractor shall furnish and maintain during the performance of the Work, a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Hospital shall have the right to require the removal from the Site of any employee of the Contractor of any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Hospital.
- c. The Contract completion date shall be the date specified in the Contract, unless the parties have agreed to an acceptable later date, except that the completion date may be extended under Clauses 10 or 13 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work has been performed in accordance with the Contract scope.

#### **4. LICENSES AND RESPONSIBILITY FOR WORK, ETC.**

- a. Contractor shall comply with all federal and local laws, codes or regulations, which apply to performance of the Work. Contractor shall secure at its own expense, all necessary license and certificates necessary to perform the Scope of Work.

#### **5. ACCESS TO WORK IN PROGRESS**

The work shall be performed at the Site or in the Contractor's office or at a location mutually satisfactory to both parties and such location shall not be changed without approval of the Project Coordinator. The Project Coordinator shall have access during the normal working hours where the Work is performed and to all of the data, calculations, models, test results, specimens and documents and any other matter related to the performance of the work scope of the contacts.

#### **6. PROGRESS REPORTS AND WORKING SCHEDULES**

The Contractor shall prepare monthly progress reports of the Work or such reports as required by the Project Coordinator. When requested by the Hospital, the Contractor shall furnish the underlying documents used in the preparation of any progress report including, if applicable, estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules:

Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Hospital may be provided access to such document instead.

## **7. CHANGES**

The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract. The changes shall not be put into effect, nor shall any work proceed, until ordered in writing by the Contracting Officer. Contractor's actions in proceeding with the changes to the scope of work without first securing written authorization from the Contracting Officer shall result in the legal presumption that shall be prima facie that the Contractor is not entitled to additional compensation. Compensation for changes to the scope of work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders.

## **8. SUSPENSION OR INTERRUPTION OF WORK**

- a. The Contracting Officer may in writing, order the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Hospital.
- b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of suspension or interruption and any pandemic related costs, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such adjustment or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes, even if the Work had not been so suspended or interrupted.
- c. Paragraph b above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.



## **9. TERMINATION**

### **a. TERMINATION FOR DEFAULT**

- i. If the Contractor shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Hospital, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Hospital may terminate by fifteen (15) days written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Hospital may take over the Work and prosecute same to completion by contract or otherwise and the Contractor and his sureties may be liable to the Hospital for any excess cost occasioned the Hospital thereby, and for damages inclusive of any excess cost occasioned by the Hospital until such reasonable time as may be required for final completion of the Work. If the Contractor's right to proceed is so terminated, the Contractor shall provide so that the Hospital can utilize in the completion of the Work such materials, data, reports, calculations, and information as has been compiled by Contractor in the performance of the Work which the Hospital has previously paid for.
- ii. If the Hospital shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Contractor, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Contractor may, by fifteen (15) days written notice to the Hospital, terminate the Hospital's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Hospital may be liable for damages.
- iii. Upon receipt of a termination notice, Contractor shall (a) promptly discontinue all Work to the extent directed; and (b) secure the Work site to avoid damage or injury to persons or property.

**b. TERMINATION FOR CONVENIENCE**

- i. The Hospital may, at any time, terminate the Contract for its convenience and without cause.
- ii. Upon receipt of written notice from the Hospital of such termination for the Hospital's convenience, the Contractor shall:
  1. cease operations as directed by the Hospital in the notice;
  2. take actions necessary, or that the Hospital may direct for the protection and preservation of the Work;
  3. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- iii. In the case of such termination for Hospital's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined above) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Hospital, become the property of the Hospital.

**10. DELAYS AND DAMAGES**

The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal Government or any agency thereof, or the Governor Juan F. Luis Hospital & Medical Center, Roy L. Schneider Hospital (Interim Structure), Roy L. Schneider Hospital (Existing Structure), Charlotte Kimelman Cancer Institute and Myrah Keating Smith Community Health Center, Boards governing the Hospital, acts of God, acts of the public enemy, acts or omissions of the Hospital or its agents, acts of another contractor in the performance of a contract with the Hospital, fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further, that the Contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market. Any excusable failure or delay hereunder shall extend

the Contract completion date accordingly, upon agreement by the Hospital, but shall not affect any of the other terms or conditions of the Contract.

## **11. CONTRACT PRICE**

The Work shall be performed for the Contract price. This Contract price shall be subject to change only in accordance with the Hospital's Change Order process and shall be inclusive of all duties, fees, and levies, and all taxes imposed with respect to the performance of the Work, including, but not limited to gross receipt taxes. All tax obligations are the responsibility of the Contractor and payments to Contractor shall be made pursuant to Title 33 of the Virgin Islands Code. Contractor is advised to contact the Virgin Islands Bureau of Internal Revenue, (340) 715-1040, for further information or concerns regarding the Contractor's tax liability.

## **12. TERMS OF PAYMENT**

a. Payments will be in accordance with the following:

- i. The total number of increments of progress payments Work shall not exceed. Each increments of Work shall equal the Contract price.
  1. Progress payments will be made within thirty (30) days after the issuance of a Certificate of Acceptance by the Project Coordinator of an itemized and duly certified invoice issued by the Contractor based upon completion of each increment of Work.
  2. In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Work.
  3. All material and work covered by partial payments made shall thereupon become the sole property of the Hospital, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Hospital to require the fulfillment of all the terms of the Contract.
- ii. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Hospital with a release, if required, of all claims against the Hospital arising under and by virtue of

the Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

- iii. The obligation of the Hospital to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to
  - 1. Workmanship;
  - 2. any claims, which the Hospital may have against the Contractor; and
  - 3. satisfaction of payment obligations to subcontractors or third party's making claims against Contractor with regard to the performance of the Scope of Work. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Hospital upon demand.
- iv. Upon presentation of a request for payment, Contractor shall provide a statement of payments made or owed to all subcontractor(s), which statement shall be independently verified by the subcontractor(s) and a Partial Waiver of Lien from each subcontractor. The Hospital reserves the right to withhold payments to Contractors that fail to satisfy subcontractor claims(s).

### **13.COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES**

- a. The Contractor shall comply strictly with all federal and local laws, codes, and regulations.
- b. Should any amendments or additions to territorial laws, codes, or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Work so as to increase the Contract price or extend the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 7 hereof.

### **14.INSURANCE**

The Insurance requirements are as set forth in the attached Exhibit A.

## **15. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS**

- a. Contractor shall indemnify, defend, and hold the Hospital and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Hospital shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Hospital, its employees or agents, the Contractor, its servants, employees, agents, or invitees, or the Contractor's subcontractors, subcontractor employee, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Hospital, or both, to the Contractor.
- b. If the Hospital is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Hospital, as a condition of this contract.
- c. It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Hospital to contribute to any settlement.
- d. Notwithstanding any other provisions of this Agreement to the contrary, neither the Hospital or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's: (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, and/or (iii) gross negligence. "Third-Party Claim" means a claim by any person other

than (i) a Party or (ii) person providing or receiving indemnity under this Contract.

## **16. RIGHT TO AUDIT**

Contractor shall establish and maintain a reasonable accounting system that enables the Hospital to readily identify Contractor's assets, expenses, costs of goods, and use of funds. The Hospital shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the (Contractor), its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this Agreement and for a period of five (5) years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the Hospital, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Hospital along with an adequate workspace and access to photocopying machines. Such records shall be made available to the Hospital during normal business hours at the Contractor's office or place of business and subject to a three-day written notice/without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Hospital.

Contractor shall ensure the Hospital has these rights with Contractor's employees, agents, assigns, successors, and subcontractor, and the obligation of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to Hospital.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Hospital unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the Hospital in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the Hospital for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation,

or non-performance, the Hospital may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Hospital's findings to Contractor.

## **17. CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract nor is there any agreement or understanding for a commission, percentage, brokerage, or contingent fees, in connection with obtaining this contract. For breach or violation of this provision the Hospital shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **18. GRATUITIES**

The Hospital may, by written notice to the Contractor, terminate this Contract if it is found by the Hospital, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Hospital with a view towards securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Hospital's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to this paragraph, the Hospital shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Hospital is entitled by law, to exemplary damages in an amount (as determined by the Hospital) which shall not be less than three nor more than ten times the costs incurred or paid by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Hospital under this provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

## **19. NOTICE**

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Hospital to the Contracting Officer.

## **20. ENFORCEMENT**

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

## **21. GOVERNING LAW**

The laws of the Virgin Islands shall govern the interpretation and construction of the Contract.

## **22. EFFECTIVE DATE**

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Hospital, whichever is later, which later date shall be the effective date of the Contract.

## **23. ENTIRE AGREEMENT: MODIFICATION**

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

## **24. HIPAA COMPLIANCE**

Contractor agrees to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Agreement. Contractor agrees to adhere to policies and procedures adopted by JFL and SRMC and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

## **25. CMS COMPLIANCE**

All clinical and non-clinical regulations and guidelines for project areas of influence will be primarily governed by the CMS regulatory standards for compliance. CMS compliance documentation is mandatory for any and all applicable components of design, testing, performance, and commissioning of the project scope of work. Documentation shall be forwarded within the time period



specified by the most current version of the codes and regulations that govern the component or system of deliverable(s) if possible, considering all work is being conducted in response to an emergency.

Contractor agrees to adhere to policies and procedures adopted by JFL and SRMC and all federal regulatory measures and guidelines, including, but not limited to:

### **INTERIM LIFE SAFETY MEASURES**

NFPA – 101 – LIFE SAFETY CODE  
ASHRAE – NFPA – 99 – HEALTHCARE FACILITY CODE  
FGI – FACILITY GUIDELINES INSTITUTE

### **HVAC & MEDICAL GAS**

NFPA – 99  
ASHRAE - 170

### **SITUATIONAL AWARENESS & RESPONSE**

JFL FACILITY GUIDELINES AND RESPONSE CODES – (Appendix XX)  
SRMC FACILITY GUIDELINES AND RESPONSE CODES– (Appendix XX)

### **FIRE SAFETY**

NFPA – 99

## **26.SAFETY PLAN, FIRE WATCH PLAN AND EMERGENCY PREPAREDNESS PLAN**

Contractor shall provide a Safety Plan, a Fire Watch plan for hot work and an Emergency Preparedness Plan for review by JFL and SRMC. Any equipment and/or materials on the JFL and SRMC premises during a local or federally declared emergency will be at the risk of the Contractor.

Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area, as applicable. At a minimum, one flag person should be posted at each approach to the work area when trucking or mobile heavy equipment is utilized within the workspace. In areas where heat or flame can be generated, a fire watch must be posted at all times.

Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Copies of employee certifications shall be forwarded to the Facilities Department within seven (7) days of the execution of this contract.

Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

## **27. OTHER REQUIREMENTS**

All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Hospital. All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Hospital. Contractor to retain once reproducible copy of these documents generated by the Contractor. Contractor shall remove from the Work any person assigned thereto who is deemed by the Hospital to be objectionable and shall indemnify and hold harmless the Hospital regarding any claim arising out of such action. Contractor shall not remove or reassign its Project Manager in charge of the Work or its other key personnel designated in the Contract without the prior approval of the Hospital unless such person is no longer employed by the Contractor.

## **28. STANDARD OF CARE**

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally practiced by professionals or consultants performing same or similar services.

## **29. 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, the Governor Juan F. Luis Hospital & Medical Center, Schneider Regional Medical Center, 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 Island law.

## EXHIBIT A JFL and SRMC INSURANCE REQUIREMENTS

<b>A. Liability and Workers Compensation Insurance Requirements</b>					
<p>During construction, Contractor and/or its general contractor are to carry the liability and workers' compensation insurances set out below. Subcontractors are to carry the same coverages but required limits may be amended at the discretion of the Contractor for subcontractors to reflect the size of their contracts, subject to a minimum limit of \$1,000,000 each for Commercial General Liability, Automobile Liability and Employers Liability. After receipt of evidence of insurance for any subcontractor, JFL or SRMC reserves the right to require limits up to those required for the Contractor.</p> <p>Once operations have begun, Contractor and/or its general contractor shall have in place and at all times maintain the below liability and workers' compensation insurances.</p>					
	<b>Coverage Type</b>	<b>Minimum Limit</b>		<b>Maximum Deductible or Retentions</b>	
1	Commercial General Liability	\$2,000,000*	Combined single limit per occurrence and in the aggregate where applicable	\$100,000	Per occurrence
2	Automobile Liability	\$2,000,000*	Combined single limit per accident	\$100,000	Per accident
3	Employers Liability	\$2,000,000*	Each accident for bodily injury by accident. Each employee and policy limit for bodily injury by disease	\$100,000	Each accident or employee (for disease)
4	Workers Compensation	Statutory requirements	Per occurrence	N.A.	N.A.

5	Professional Liability	\$2,000,000*	Per occurrence and in the aggregate	\$25,000	Per occurrence
*Combination of primary and excess or umbrella liability policies. Any combination of primary and excess limits is acceptable if the total equals or exceeds the specified amount.					
	Liability Insurance Terms and Conditions				
	a.	Occurrence Basis	The primary General Liability policy and any Excess or Umbrella liability policy that provides additional limits over the primary General Liability policy shall be “occurrence-based” policies. Claims-made policies will not be accepted.		
	b.	Additional Insured	The General Liability policy and any Excess or Umbrella liability policy shall be endorsed to name JFL or SRMC as an additional insured. Any such policy shall contain language that: "Such insurance as afforded by this policy for the benefit of JFL or SRMC and all governing authorities shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by JFL or SRMC shall be excess of and noncontributing with insurance afforded by this policy."		
	c.	Completed Operations	The Contractor and any subcontractors’ General Liability coverage in place during construction shall include Completed Operations coverage, which coverage is to continue for a minimum of two years following completion of construction.		
	d.	Defense Costs	Defense costs in all primary liability policies shall be “outside the limit”, i.e., the full policy limits are for the payment of damages.		
	B. Environmental Impairment Liability Insurance Requirements				
Contractors are to carry Environmental Impairment Liability (“EIL”) insurance with a minimum limit of \$2,000,000 annual aggregate. EIL coverage is to be maintained during the full term of the contract and for five years following completion of construction. The EIL policy (or policies if the limit is met with a combination of primary and excess policies) are subject to the following terms and conditions:					

<ol style="list-style-type: none"> <li>1. There shall be no exclusion for prior acts or conditions of which the insured is unaware.</li> <li>2. The EIL policy shall be endorsed to name JFL or SRMC as an additional insured. Any such policy shall contain language that "Such insurance as afforded by this policy for the benefit of JFL or SRMC shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by JFL or SRMC shall be excess of and noncontributing with insurance afforded by this policy."</li> <li>3. The EIL policy will cover liability for property damage or bodily injury to third parties, including clean-up or remediation of any damaged property.</li> <li>4. The insurer may but is not required to participate in the defense of any claim.</li> <li>5. Defense costs are to be covered as part of the annual aggregate limit.</li> </ol>					
<b>C. Property Insurance Requirements</b>					
Property policy(ies) shall cover all risks of direct physical loss to the property, including coverage for collapse and transit (with respect to property in transit that will become a part of buildings or structures under construction).					
1.	Builder's Risk Property Insurance (to be in place from inception of construction through final testing and acceptance at which time property insurance converts to the permanent property insurance program (see B.2.), Coverage Type Minimum Limit Maximum Deductible or Retentions				
	<b>Coverage Type</b>	<b>Minimum Limit</b>		<b>Maximum Deductible or Retentions</b>	
	Earth Movement including Earthquake, Volcanic Activity, and Subsidence.	Replacement Value of Insurable Real and Personal Property	Annual Aggregate	5% of Replacement Value	Per Occurrence
	Hurricane/Windstorm		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Flood including Tsunamis		Annual Aggregate	5% of Replacement Value	Per Occurrence
	Debris Removal	20% of Replacement Value	Per Occurrence	Included	
	Ordinance or Law	10% of Replacement Value	Per Occurrence	Included	

	All Other Perils (including boiler and machinery perils where applicable)	Replacement Value of Insurable Real and Personal Property	Per Occurrence	\$500,000	Per Occurrence
	Extra Expense/Expediting Expense Combined	20% of Replacement Value	Per Occurrence	Included	
	Replacement Power Extra Expense	To the extent coverage is reasonably available, 100% of incremental expense that JFL or SRMC incurs to replace the annual output of the Facility for one year following a covered occurrence, such amount to be determined with JFL or SRMC each year.		45 days	Per Occurrence
	Property Insurance Terms and Conditions				
	a.	Coinsurance	No property policy may contain a coinsurance clause.		
	b.	Ordinance or Law	Each property policy is to cover the costs incurred in repairing or replacing the damaged property to meet current building codes. Coverage is to be provided for: Loss to the Undamaged Portion of the Building Demolition Cost Increased Cost of Construction		
	c.	Terrorism	Terrorism coverage is not required.		
	D. Requirements Applicable to All Insurance Policies				
	1. Insurance Company Rating	All insurance companies shall be rated A- or better by A.M. Best's. Should an insurance company's rating fall below A-, Seller (or its general contractor) shall replace that insurance company with a qualifying insurance company within 60 Days.			
	2. Notice of Cancellation	Each insurance company shall provide written notification to JFL or SRMC 60 Days prior to the effective date of any cancellation or non-renewal.			
	3. Evidence of Compliance with Insurance Requirements at Insurance Date	Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show: <ul style="list-style-type: none"><li>• The name of the insurance company</li><li>• The policy period</li><li>• The policy number</li><li>• The description of the property</li></ul>			

		<ul style="list-style-type: none"> <li>• The name of the Seller/Policyholder</li> <li>• JFL or SRMC as an additional insured (General Liability and Excess or Umbrella Liability only)</li> <li>• JFL or SRMC as loss payee (Builders Risk Property Insurance and Property Insurance)</li> <li>• The 60 Days cancellation notice</li> </ul> <p>Liability insurance certificates are to be on ACORD form 28 or its equivalent for property insurance and ACORD form 25 or its equivalent for liability insurance. Evidence of workers' compensation insurance shall be issued by the appropriate Workers' Compensation Administration Bureau of the Government of the Virgin Islands.</p>
	4. Evidence of Renewal or Replacement Policies	Contractor shall advise JFL or SRMC of any renewals or replacements of the required insurances by providing the same documentation required in C.3 above. Such evidence shall be provided prior to the expiration date of the policy that is being renewed or replaced.