Form No. DPP-RFP-PS-68-75
Approved 5/7/75
Revised 3/18/08

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

Request for Proposal – Negotiation
Professional Services

To: ..... Date: August 12, 2019

..... RFP No. 033-T-2019 (P)

Pursuant to 31 V.I.C. 239 **(a) (4)** and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later **Tuesday, September 3, 2019 @ 4:00 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK: Qualified and Licensed Vendors for Upgrading the Data Center Virtual Software

SCOPE OF SERVICES: See Attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a 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 most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms 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 principals of the firm or person; **(ii)** the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; **(iii)** familiarity with the location (s) in which services will be performed; **(iv)** capability of meeting schedules; and **(v)** quality of performance on other similar 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 of 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 considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE:

RFP-033-T-2019 (P)

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 thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after 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 **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at **lisa.alejandro@dpp.vi.gov**.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-033-T-2019 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

The last day for questions will be Monday, August 26, 2019 @ 1:00 PM.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit ***one*** **(1)** original and ***five (5)*** copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Tuesday, September 3, 2019 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
8201 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 OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-033-T-2019 (P)
(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 Department of Property & Procurement before the date and time set for the 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, cancel or modify the 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 the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. 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 of 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 informality 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 respondent'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, may disqualify the applicant.

1. Introductory letter about the applicant:

   a. Name, address, email and telephone numbers.
   b. Type of service for which individual/firm is qualified.

2. Organization:

   a. Names/addresses of Principals of Firm.
   b. Names of key personnel with experience of each and length of time in organization.
   c. Number of staff available for project. (Local & Off-Territory)
   d. Copy of Articles of Incorporation
   e. Copy of Certificate of Resolution
   f. 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; and email address).

6. Project Approach:

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

7. **Cost: Cost Proposal *(one (1) original and four (4) copy sets of proposals)* must be submitted in a separate sealed envelope.**

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 with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures 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 **"Additional Insured"**. The public liability insurance shall have a minimum limit of not less than **one hundred thousand ($100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand ($100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.

2. WORKERS' COMPENSATION: Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.

3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMIDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.**

N. REQUIREMENTS FOR CORPORATION

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION

3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

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 No. 4 apply to professional services contracts only. 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 and 4 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.

Data Center Upgrade Project Scope

The Bureau of Internal Revenue (BIR) is in the process of upgrading its virtual server environment and standardizing computer applications by consolidating servers, operating systems, domains and server storage to a cluster of servers in the BIR Data Center running virtual (VMWare) software on shared storage. This upgrade will minimize the need to rebalance virtual servers among three (3) physical hosts in the event of high CPU or memory utilization for the environment. It is critical for this system to be scalable, manageable and sustainable well into the future.

Background

The Bureau of Internal Revenue Computer Operations Group provides information technology services and support to all Bureau of Internal Revenue departments and offices. The Bureau of Internal Revenue Computer Operations Group handles critical information technology requirements for collecting taxes in the US Virgin Islands. The stability and availability of all information systems under BIR's management is vital to the daily operations of the Bureau of Internal Revenue.

Information Services provided to the BIR include:

- Email Services to 120+ employees
- Access to the Internet
- Web Services
- The Virgin Islands Tax System (VITAX)
- The Excise Tax System
- Tax Express
- Application Extender
- Online Gross Receipts

Deliverables:

Procurement of hardware and services by the BIR will be accomplished in two phases. Phase One will consist of an initial build out of highly available clustered servers and redundant storage while Phase Two will focus on tuning, hardening and management.

Phase One of this RFP is for the purchase of:

- redundant computer server hardware
- data storage hardware
- data backup hardware
- data backup software
- design, development of Active Directory Domains
- migration of data from old hardware to new

Phase Two of this RFP is for the purchase of:

- contracted support
- managed services

Currently, the BIR has selected the following hardware and software vendors the contractor is expected to work with in Phase One. The physical or virtual hardware needed in Phase Two (switching, etc.) must be from the same or a supported manufacturer of Phase One equipment. The BIR will be responsible for acquiring Windows Server and SQL Server software. The BIR will also be responsible for providing a reliable backup power solution for the proposed system.

- Software
  - vSphere Standard – 8 CPUs
  - vSphere Standard Support – 8 CPUs – 3 years minimum
  - VMware vCenter 6 Server Standard
  - VMware vCenter 6 Server Standard Support – 3 years minimum
  - Veeam
    - Veeam Backup Software License (Admin Center)
    - Veeam Backup Software Support – 3 years minimum
    - Veeam One Monitoring Software License
    - Veeam One monitoring Software Support – 3 years minimum
- Hardware (See Table 1)

Table 1: CISCO HYPERFLEX SYSTEM

QTY	ITEM	DESCRIPTION
1	DC-MGT-SAAS	Cisco Intersight SaaS
4	DC-MGT-SAAS-EST-C	Cisco Intersight SaaS - Essentials - 3 YR Subscription
4	DC-MGT-IMCS-1S	IMC Supervisor - Advanced - 1 Server License
4	DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License
4	SVS-DCM-SUPT-BAS	Basic Support for DCM
1	VMW-VCS-STD-3A=	VMware vCenter 6 Server Standard, 3 yr support required
1	CON-ISV1-VCXSTD3A	3YR VCenter Server STD for vSphere 1-Inst; ANNUAL List 3-YR
1	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers
1	HX-E-M5S-HXDP	Cisco HyperFlex M5 Edge Hybrid & All Flash (w/o FI)
4	HXDP-E001-3YR=	Cisco HyperFlex Data Platform Edge Edition 3 Yr Subscription
4	HXDPE001-3YR	HyperFlex Data Platform Edge Edition 3 Year Subscription
4	HXAF-E-220M5SX	Cisco HyperFlex All Flash Edge 220 M5 system
4	CON-SNT-AFE220M5	SNTC 8X5XNBD Cisco HyperFlex All Flash Edge 220 M5 system

8	HX-CPU-6130	2.1 GHz 6130/125W 16C/22MB Cache/DDR4 2666MHz
16	HX-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v
24	HX-SD38T61X-EV	3.8TB 2.5 inch Enterprise Value 6G SATA SSD
4	HX-SD400G12TX-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(10Xendurance)
4	HX-SD240GM1X-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD
4	HX-M2-240GB	240GB SATA M.2
8	HX-PSU1-1050W	Cisco UCS 1050W AC Power Supply for Rack Server
8	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
4	HX-MSD-32G	32GB Micro SD Card for UCS M5 servers
4	HX-RAILB-M4	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers
8	UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below
4	UCS-MSTOR-M2	Mini Storage carrier for M.2 SATA/NVME (holds up to 2)
4	HX-E-220C-BZL-M5	HX220C M5 EdgeSecurity Bezel
4	HX-SAS-M5	Cisco 12G Modular SAS HBA (max 16 drives)
4	HX-VSP-6-5-STD-D	Factory Installed - VMware vSphere 6.5 Std SW and Lic (2CPU)
4	CON-ECMU-HX65STDD	SWSS UPGRADES Factory Installed - VMware vSphere
		6.5 Std SW
4	HX-VSP-6-5-STD-DL	Factory Installed - vSphere 6.5 Standard SW Download
8	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel

Scope of Work

Technical specifications for Request for Proposal are as follows:

Phase One:

- Install and make operable VMWare servers and virtual servers
- Migrate existing servers and data to the related virtual server
- Install, test and make operable Veeam backup solution
- Install, test and make operable Veeam One backup monitoring solution
- Document all systems and provide documentation to BIR
- Retire old equipment after migration to the virtual server
- Work with BIR to resolve unplanned issues
- All pricing should reflect government discounts

Phase Two:

- Build, test and make operable management solution to monitor systems reporting issues via email or other alert mechanism.
- Build additional capacity for data protection and disaster recovery. This could include off-premise storage rented 'Cloud' space, and possibly virtual desktops to eliminate the potential loss of critical data stored on local devices.

Outcome and Performance Standards

The vendor is expected to produce a complete project checklist, with milestone markers and delivery dates upon starting the project. The vendor should schedule weekly progress meetings for the duration of the project(s).

Virtual Infrastructure Deployment

This Statement of Work provides the services to deploy a VMware virtual infrastructure environment. This standard deployment consists of three servers running VMware Enterprise Plus. A fourth server will be configured as a VMware Management Center server to control the VMware environment. A shared storage array will be used to store virtual machine images. A shared storage array is necessary to allow virtual machines to be moved between physical VMware hosts. The following sections provide the scope, tasks, deliverables, and costs associated with this engagement.

Project Planning

The Project Planning stage includes:

- Create a project schedule
- Check facilities for appropriate power, cooling, and network access
- Coordinate product delivery and appropriate engineering resources
- Identify initial storage configuration for internal drives and SAN volumes
- Determine initial network configuration for physical and virtual network interfaces
- Identify backup strategy for virtual machines and VMware servers
- Confirming hardware/software requirements for all installations
- Create test plan for virtual server farm
- Discuss procedures for onsite work and temporary work space for Vendor personnel
- Finalize project timeline

Hardware Installation & Configuration

This task involves installation and configuration of three servers and a SAN disk array. Specifically, this task includes:

- Install drives, RAM, and HBAs
- Rack mounting systems and connection of power, network, and KVM cables
- Confirm RAID configuration on internal hard drives
- Perform hardware verification tests
- Install SAN Storage Array and switches

- Configure array by creating RAID groups, LUNs, and Host Mappings
- Connect array and servers to the LAN and SAN switches

Virtual Center Implementation

This task involves installing and configuring VMware Virtual Center on new servers.

- Installing Windows Server operating system
- Install Virtual Center software
- Integrate Virtual Center with Active Directory for authentication

Virtual Infrastructure Installation

This task involves installing VMware vSphere Enterprise Plus on three servers. Specifically, this task includes:

- Loading Virtual Infrastructure Software
- Configuring storage partitions for internal disk
- Assign VMware servers to Virtual Center
- Installing VMware licenses

Storage & Network Configuration

This task involves configuring the storage and network adapters for connection to shared resources.

Specifically, this task includes:

- Creating virtual networks and switches
- Mapping physical network interfaces to virtual switches and VMotion
- Configure Storage Area Network multi-pathing
- Create shared VMFS file systems and mount onto server farm members

Virtual Machine Creation

This task involves building virtual machines for use by Customer.

- Build a generic Windows 2016 Server and load current OS patches
- Convert the new virtual machine to a template
- Deploy the template for testing

Migration of Selected Systems

This task involves assisting the administrators with migrating two physical servers to virtual machines.

- Prepare physical servers for migration
- Perform a test migration into a private network
- Evaluate test virtual machine
- Adjust process as necessary and perform real conversion

II: Synchronous / Asynchronous Replication

Synchronous Replication

Clustered redundant arrays of hard drives in Storage Area Network, **Critical for business continuance**. When one or more drives in a cluster fail, the system sounds a warning and the drives can be replaced without shutting down the system. (hot swap)

Asynchronous Replication

Backup to static source either on-line or off-line

- Local
  - Server Snapshots
  - Classic data backups
  - Shadow Copies
- Remote
  - Server Snapshots
  - Classic data backups

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 [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No._____; and

or

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

WHEREAS, the Contractor represents that it 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

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 execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. 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 Services), 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, gross receipt, excise, 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, costs, charges and expenses (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.

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 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; and

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

[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]
[CITY, STATE, ZIP CODE]

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 any one person 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 subject to DPP's approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of $1,000,000.00 will require additional coverage subject to DPP's approval).

(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 subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of $1,000,000.00 will require additional coverage subject to DPP's approval).

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

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