

## 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. Executive Summary with Key Staff
    - iii. Title Page
    - iv. Table of Contents
    - v. Firm Background and Experience
    - vi. Current Business License
    - vii. Current Tradename Registration Certificate
    - viii. Certificate of Good Standing
    - ix. Certificate of Resolution/Memorandum Authorizing Signatory on Company letterhead
    - x. Copy of SAM.GOV registration
    - xi. Proof of DUNs number registration
    - xii. Articles of Incorporation/Articles of Organization/Limited Partnership Agreement
    - xiii. Staffing;
    - xiv. Subcontractors
    - xv. Firm background and Experience;
    - xvi. Project Approach;
    - xvii. Acknowledgement of Addenda, if any;
    - xviii. Exceptions to the Terms and Conditions Specified in the RFP and General Contract Provisions;
    - xix. Insurance Requirements;
    - xx. Reference letters;
    - xxi. Cost proposal;
    - xxii. Appendix A: Proposal Package Checklist;
    - xxiii. Appendix B: Cost Proposal
    - xxiv. Appendix C: Respondent's Qualification Statement/Minimum Qualifications Questionnaire
    - xxv. Appendix D: Certification of Information
    - xxvi. Appendix E: Women and Minority Owned Business Enterprises Participation Plan
    - xxvii. Appendix F: GVI Non-Collusive Affidavit

- xxviii. Appendix G: Debarment Certification Form
- xxix. Appendix H: Acknowledgment of any Addenda
- xxx. Appendix I: General Contract Terms and Provisions
- xxxi. Attachment 1: Additional Project Information Smith Bay

## **Appendix B: Cost Proposal**

The Respondent shall complete and submit a cost proposal. The proposed cost shall provide a fixed price for all services associated with each deliverable of the Project. Please use the attached Bid Sheet.

***COST PROPOSAL BASE BID SHEET***

**Design and Engineering Related to Donoe Bypass Improvements  
Project**

The undersigned Respondent proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other overhead costs as may be required to perform the scopes of work, subject to all the conditions as set forth in the project scope of work.

<b><u>Description of Work</u></b>	<b><u>Lump Sum Cost</u></b>
Survey <sup>1</sup>	\$ _____
Environmental / NEPA <sup>2</sup>	\$ _____
Electrical Distribution <sup>3</sup>	\$ _____
Roadway <sup>4</sup>	\$ _____
FEMA HMGP Phase 1 <sup>5</sup>	\$ _____
<b>TOTAL BID AMOUNT<sup>6</sup></b>	<b>\$ _____</b>

**Notes:**

1. Includes providing a complete existing conditions analysis, Topographic Survey, Land/Parcel Survey and establish the public Right-Of-Way.
2. Includes the preparation of an environmental assessment along with all required studies, public notices, public meetings, and reports.
3. Includes engineering and preparation of PS&E related to the Donoe Underground Project (attachment 2)
4. Includes engineering and preparation of PS&E related to the roadway improvements along Routes 39 and 40 not included in other bid items.
5. Includes technical feasibility study, cost effectiveness analysis, environmental review, and the preparation of PS&E for the proposed mitigation work.
6. The total sum of items of work and includes all work required to complete the project.

**NAME:** \_\_\_\_\_  
**OWNER, PRESIDENT OR CEO**

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## **Appendix C: Respondent's Qualification Statement**

***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): \_\_\_\_\_

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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 \_\_\_\_\_

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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, of 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.

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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)*

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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: \_\_\_\_\_

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Signature

Date

## Minimum Qualifications Questionnaire

<b>MINIMUM QUALIFICATIONS QUESTIONNAIRE</b>	
<b>Criteria</b>	<b>Description / Location in Proposal</b>
<p>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.</p>	
<p>Consultant shall have served as lead design contractor overseeing consultants of various disciplines and have experience managing multidisciplinary teams on large scale roadway projects completed within the ten (10) years immediately preceding this RFP.</p>	
<p>Experience with programs that utilize FEMA or Federal funding and the ability and resources to ensure compliance with all applicable funding requirements.</p>	
<p>While experience working within the Virgin Islands is preferred it is not required; however, comparable experience working with roadway design in excess of Fifty million dollars is required.</p>	

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

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

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

## **Appendix D: 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, cost indexes, or material prices.
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 E: Women & Minority Owned Business Enterprise Participation Plan**

### **E.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.

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Authorized Person

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Date

**Subcontractor Information**

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

**E.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

### E.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 F:**

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

**NON-COLLUSION AFFIDAVIT**

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..... 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 G:**

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

***DEBARMENT CERTIFICATION FORM***

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

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- (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:

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Signature

Date

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

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(Trade or Corporation)

and personally, known to me.

(SEAL)

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Notary Public

## Appendix H- 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 I- General Contract Provisions for each Project**

## 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 formation documents (i.e. articles of incorporation)] (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

**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 Commissioner of the Department of Property and Procurement 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.

### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed [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 Commissioner of the Department of Property and Procurement.

## **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 Commissioner of the Department of Property and Procurement.

## 22. NOTICE

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

### **GOVERNMENT**

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

[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, II and III attached hereto are a part of this Contract and are incorporated herein by reference.

## 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts

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

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such 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.

## 28. INSURANCE

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.
- (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.
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.
- (d) **COMMERCIAL AUTOMOBILE LIABILITY (when applicable):** Respondent shall carry automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage of Single Limit - \$1,000,000.00

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

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE] Date  
\_\_\_\_\_  
[USER AGENCY]

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Date  
\_\_\_\_\_  
Department of Property and Procurement

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE] Date  
\_\_\_\_\_  
[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and [insert contractor's name].

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner**  
Department of Property and Procurement



**Addendum I (include each addenda on a separate sheet of paper)**

*Scope of Work*

**Addendum II**

*Compensation*

### **Addendum III**

## **(ADDITIONAL PROVISIONS)**

### **1. EQUAL EMPLOYMENT OPPORTUNITY**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

Clean Air Act.

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

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

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

Federal Water Pollution Control Act.

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

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

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

#### **4. SUSPENSION AND DEBARMENT**

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

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

(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

#### **5. BYRD ANTI-LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

## 6. PROCUREMENT OF RECOVERED MATERIALS

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

## 7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

## 8. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid in accordance with the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall not induce by any means, any person employed under this Contract in the construction, completion or repair of any public work to give up any part of the compensation to which he or she is entitled. Contractor shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **9. DEPARTMENT OF HOMELAND SECURITY TERMS & CONDITIONS**

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **Attachment 1- Additional Project Information Smith Bay**



