

**GOVERNMENT
OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal: Project Management for the Implementation of
Merchant Services for GVI Revenue Collection**

Pursuant to 31 V.I.C. § 239(a)(4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than Friday, August 28, 2020 @ 4:30 PM Atlantic Standard Time.

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, performance, and pricing should be submitted with proposals. After reviewing the qualifications and proposals the Committee will also consider pricing received and an award will be made to the vendor **deemed to be the best overall value to provide the services herein required.**

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 Evaluation Committee is responsible for evaluating all Respondents' submittals and will consider the criteria noted above. Respondent(s) may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Respondent may only be asked questions that are intended to clarify the questions that they are being asked to respond. Each Respondent's time slot for oral interviews will be determined randomly. Respondents who are selected shall make every effort to attend. If representatives of the Evaluation Committee experience difficulty on the part of any Respondent in scheduling a time for the oral interview, it may result in disqualification from further consideration.

The Selection Committee shall recommend to the Commissioner the firm deemed to be the best overall value to provide the services herein required.

Anthony D. Thomas
Commissioner
Department of Property & Procurement

DESCRIPTION OF WORK:

The Department of Property and Procurement (DPP) has the responsibility of supporting the Government of the United States Virgin Islands with the management of projects in the Territory. The United States Virgin Islands Department of Finance (DOF)'s mission is to provide efficient government financial service to the public and other users by administering and overseeing the laws and regulations relating to the financial operations of both federally funded and local funding of the government.

In order to continue to support this mission, the DOF requires qualified project management firms to assist in the procurement and implementation of a PCI-compliant gateway to accept online and in-person payments for revenue collection for services rendered to the citizens by the Government of the United States Virgin Islands.

BACKGROUND

The U.S. Virgin Islands (USVI) is divided into two, geographically separated, districts: District #1 includes the islands of St. Thomas/Water Island/St. John, and District #2 includes the island of St. Croix. With a total population of 106,405 (2010 Census) and 162 persons per square mile, the USVI is one of the most densely populated Territories within the United States based on the square miles.

SCOPE OF SERVICES:

The GVI invites written proposals from qualified offerors to provide the Territory with project management for the requirements gathering, procurement, and implementation of merchant service to assist in implementing full merchant bill pay services to include in-person and online to better serve the citizens of the USVI. The intent is to have a consistent look and feel experience for all government customers as well as provide optimized continuity for collections in the event of voluntary or involuntary Social Distancing.

The implementation of a system such as this will not only support the delivery of more efficient and effective government to the citizens of the US Virgin Islands, but will also help to reduce the need for in-person payments thus reducing the spread of COVID-19.

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-052-T-2020 (P) – Project Management – Implementation of Merchant Services for GVI Revenue Collection

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

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

Applicants are requested to submit proposals on the basis of the scope of work. 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 Assistant Commissioner, 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-052-T-2020 (P) Project Management for the requirements of data gathering, procurement, and implementation of a merchant service to assist in implementing full merchant bill pay services to include in-person and online to better serve the citizens of the USVI. The intent is to have a consistent look and feel experience for all government customers as well as provide optimized continuity for collections in the event of voluntary or involuntary Social Distancing.

C. PROPOSED SCOPE OF WORK

The selected vendor shall provide project management services for the implementation

of an online and in-person payment processing system which includes ACH and credit card processing via a PCI-compliant payment system so taxpayers, residents, customers, or any person or entity wanting to make a payment to the GVI (collectively, "Payors"), using certain software and online functions accessed through the internet or cellular service and developed by selected implementation vendor, may make any type of payment(s) to any Governmental Agency/Department. The system and corresponding equipment chosen shall integrate with the GVI's TYLER MUNIS system and Banking Partners. The vendor shall determine the needs across the GVI, gather the applicable system requirements, and assist in all procurement activities for the solicitation of the desired system. Vendor shall coordinate with various Agency/Departments where merchant accounts will need to be established. The agencies include but are not limited to: Bureau of Internal Revenue, Bureau of Motor Vehicles, Department of Finance, Government Insurance, Department of Public Works, Department of Property and Procurement, Department of Licensing and Consumer Affairs, Department of Education, Lieutenant Governor (Tax Assessor, Corporations, Tax Assessor), and the court system. The vendor shall assist in the development of requirements, solicitation for, and implementation of a system to provide means for revenue collection including a PCI-compliant gateway to accept online payments and system to accept in-person payment for services rendered to the citizens from the GVI.

1. Phase I – Requirements Gathering and Vendor Selection

This phase requires a lead management role in collaborating with various GVI departments to develop the system requirements, draft the Request for Proposal (RFP) for the system, and assist in the select the most qualified vendor for system implementation.

- Gain an understanding of the objectives of the project including timeline, budget and anticipated outcomes;
- Work in tandem with the DOF and other government agencies to gather information to determine the system requirements;
- Ensure mitigation measures to reduce the spread of infectious disease, like COVID-19, are considered in the project and system requirements;
- Draft the Request for Proposal to solicit vendors capable of providing the desired merchant service system;
- Assist in the review of proposals and selection of the vendor to provide the merchant service system.

2. Phase II – Project Implementation Management Services

This phase requires a lead management role providing best efforts to assure a successful implementation of the merchant service system, providing subject-matter expertise for the duration of the project and reporting critical issues as requested by the Department of Finance and/or Steering Committee while supporting key project milestones and

deliverables, with particular emphasis in the areas of scope, schedule and cost containment.

- Manage and monitor implementation progress to include milestones, schedule performance and resource constraints;
- Manage all aspects of the finalized Scope of Work including but not limited to the scope of work, installation plan, business blueprint, configuration plan, issues log, change control plan, deliverable expectation documents, test plan and system acceptance plan;
- Develop project schedules by applying a standardized methodology and framework, including incorporating adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items; Monitor project budget and business case to validate impacting cost and resource constraints;
- Manage project scope and ensure change orders are kept to a minimum;
- Assist in development of governance and change management process, providing recommendations and evaluating effectiveness;
- Create issue and risk logs to ensure risks have been appropriately identified and that mitigation measures are feasible and appropriate;
- Conduct interviews with Steering Committee, implementation team and stakeholders to validate that concerns, issues and risks are being appropriately identified and managed;
- Identify long-lead items and mitigation to risks facilitating the earliest feasible date for project completion.
- Assist DOF in identifying and optimizing project interrelationships that will affect priority and resource allocation decisions.
- Research resource availability applicable to projects' scope.
- Provide input for the development of policies and procedures to fulfill government accounting and compliance requirements;
- Provide performance and other reports to DOF at established cadence.

3. Phase III – Pre-Go-Live Readiness

This phase requires an in-depth readiness assessment performed prior to completion of

the project Go-Live milestones to identify potential risks and evaluate the level of preparation for a successful go-live. This phase will provide an assurance check to validate readiness for completion of system Go-Live.

- a. Integrated Testing and Training Readiness Check
 - Review system test strategy and plan
 - Review data conversion strategy and plan
 - Plan training strategy
 - Review organizational change management plan.
 - Review data conversion progress and test results
 - Review system performance tests
 - Review development and configuration progress.
 - Review system readiness plans
 - Review workforce transition and organizational readiness plan
 - Review plan for conducting integrated testing and training
- b. Go-Live Readiness
 - Review organizational readiness
 - Evaluate training status
 - Review cutover plan
 - Review system integration readiness
 - Review data conversion
 - Review post implementation plan
 - Validate operability of critical functions
 - Validate plan and progress for system security and access

4: Phase IV – Post-Implementation Evaluation

This phase requires oversight of systems Go-Live and cutover; aggressive post-implementation system monitoring, compiling, and trouble-shooting the “punch list” of necessary fixes, identifying additional training needs and producing a management review of the implementation project.

- Developing a “lessons learned” report upon project completion noting the aspects of project implementation that worked well and those that did not, with recommendations for changes in GVI practice;
- Recommending enhancements and future upgrades to acquired modules, as warranted, and approved
- Supporting the implementation of additional modules, as warranted, and approved

Deliverables

The Government of the United States Virgin Islands has established the following list of deliverables that the consultant will be required to provide during delivery of the project.

ITEM	DELIVERABLE	KEY ELEMENTS	OUTCOME
D1	Project Charter	Developed in collaboration with project stakeholders and includes incorporation of functions/activities listed in other deliverables for successful completion (resource management plan etc.)	Approval granted by sponsor, DOF/GVI, for the commencement of services.
D2	Scope Management Plan	The scope management plan will include the project's requirements, scope, work breakdown structure (WBS), and the process to which the scope will be verified and controlled.	Leveraged as the baseline to guide and measure the project through completion.
D3	Work Breakdown Structure & Project Plan	Tasks should be estimated for duration, resources should be allocated, and project's dependencies and critical path should be identified.	Identifies all tasks required to complete the original baseline scope of work.
D4	Cost Management Plan	Define how DOF/GVI project costs will be estimated, allocated, and controlled ensuring that the methodology accounts for federally funded project requirements.	Report on planned vs. actual costs and identify cost risk mitigation strategies to ensure the DOF/GVI project is completed within budget.
D5	Resource Management Plan	Define resource requirements based on the project charter, scope baseline, project plan, and any enterprise environment factor, or organizational process assets defined by DOF/GVI.	Identifies the type (human and physical) and quantity of resources required to complete the project.
D6	Risk and Issue Register	Identifies, analyzes, and outlines how issues/risks will be addressed.	Identifies and outlines the strategy to address issues/risks that may arise over lifecycle of GVI projects.
D7	Testing and Quality Assurance Management Plan	Sequence data gathering and data analysis to address quality requirements defined by GVI.	Conduct inspections and testing for evaluations.

D8	Implementation Plan	Developed in collaboration with project stakeholders including a comprehensive description of the proposed implementation methodology for the Project	Approval granted by sponsor, DOF/GVI, for the implementation of services.
D9	Communication Plan	<p>Defines the following:</p> <ul style="list-style-type: none"> • Stakeholder or Audience (who) • Message or Topic (what) • Communicator (from whom) • Schedule or Frequency (when / how often) • Delivery Method (how) • Gathering feedback (surveys) • Status • Comments 	To ensure information for the stakeholders are provided in a timely manner.
D10	Procurement Plan	Draft all necessary RFP's, defines how the system will be purchased in accordance with Title 33 of the Virgin Islands Code.	A plan that adheres to the procurement laws of the Government of The Virgin Islands.

D11	Data Conversion Plan	Data extraction from current systems and data scrubbing	Overall data conversion coordination, definition of file layouts, and data import and validation into the new system
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D. TIMETABLE:


Last Day for Written Questions: Friday, August 14, 2020 @ 1:00 PM

Proposals Due: Friday, August 28, 2020 @ 4:30 PM

E. SUBMISSION OF PROPOSAL

Electronic submissions must include the **Company's Name – Solicitation Number – Due Date** in the Subject Line of the email. For example, ABC Company, Inc. – RFP No. 001-T-2020(P) – May 22, 2020.

The first page of each electronic submission must also include Company's Name, Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: "CONFIDENTIAL BID SUBMISSION"

 To: ebids_proposals@dpp.vi.gov
 Sent: CC:
 Rec:
 Subject: ABC Company, Inc.-RFP-033-T-2020 (P)- May 22, 2020

All electronic submissions must be received at ebids_proposals@dpp.vi.gov no later than the date and time listed in each advertisement. There will be no exceptions.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to **Assistant Commissioner, Lisa Alejandro** at lisa.alejandro@dpp.vi.gov. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

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

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

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

- **Introductory letter about the applicant:**
 - Name, address, fax, and telephone
 - Type of service for which individual/ firm is qualified
 - Length of time in business
 - Length of time providing similar services

- **Organization:**
 - Name/ address of Principals of Firm
 - Name of key personnel with experience of each and length of time in organization.
 - Number of staff available for assignment and location of staff
 - Copy of Articles of Incorporation or Articles of Organization or equivalent
 - Copy of Corporate Resolution or Memorandum Authorizing Signatory of equivalent
 - Copy of Certificate of Good Standing
 - Copy of Valid Tradename Registration (if applicable)
 - Copy of Valid Business License or Current state register

- **Outside consultants** that will be retained for this project and percentage of work to be sub-contracted.
- **Project Staffing:** Discuss how the Respondent would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Respondent personnel shall be included. Personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.
- **Project experience:** List of similar projects recently completed projects including a brief description of the work performed and estimated cost of each
- **Current similar projects underway:** including scope, percentage complete and estimated cost.
- **References:** 3 references including name; organization, scope of project, completion date, telephone number; and email address.
- **Work Plan:** Present a well-conceived work plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Respondent understands the GVI's objectives and work requirements and Respondent's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach and outline the firm's ability for addressing the required services to meet the GVI's requirements.
- **Cost: The Cost Proposal should be submitted in the body of the document to be rated by Committee Members.**

K. ADDITIONAL REQUIRED DOCUMENTS

1. **Social Security Number (SSN) or Employer Identification Number (EIN)** - The successful Respondent will be required to provide an official copy of their SSN or EIN within ten (10) business days of receiving a notice of selection.
2. **Data Universal Numbering System (DUNS) number and registration with the System for Award Management (SAM)**- The successful Respondent will be required to provide a valid Data Universal Numbering System (DUNS) number and be registered with the System for Award Management (SAM) within ten (10) business days of receiving a notice of selection.
3. **Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall include a statement of understanding for the work to be done. It shall also state that the company will be solely responsible for all aspects of the engagement including any portion that may

be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the Proposal package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.

4. **Non-Collusive Affidavit** – Complete Enclosure Document A. The form must be notarized.
5. **Debarment Certification Form** – Complete Enclosure Document B. The form must be notarized.
6. **Respondent's Qualification Statement Form** – Complete Enclosure Document C. For the Reference Section of the form, you must provide three (3) non-GVI references for the most recent, relevant work comparable to the scope requested in this RFP who would be willing to discuss your company's competency and performance. If you currently have more than three (3) non-GVI references, a client listing with contact information should be provided as well.

Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their proposal package closely follows the sequence and organizational outline described in this section.

L. Minimum Qualifications of the Respondent –

The following subsections are required minimum qualifications:

- Respondents that are corporations, partnerships, or any other legal entity, shall be properly registered to do business in the Territory at the time of the submission of their Proposal to this RFP, or shall attain licensure within 30 days of award of contract. Such Respondents shall attach its license to do business or a copy of its application for a license.
- Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent the GVI from selecting Respondent. Such adverse findings may include, but are not limited to, the following:
 - a) Negative findings from the Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State
 - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in another State or Territory
 - c) Pending litigation with the USVI or any other State or Territory
 - d) Arson conviction or pending case
 - e) Harassment conviction or pending case

- f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
 - g) In rem foreclosure
 - h) Sale of tax lien or substantial tax arrears
 - i) Fair Housing violations or current litigation
 - j) Defaults under any Federal, Territory, State or locally sponsored program
 - k) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
 - l) Past or pending voluntary or involuntary bankruptcy proceeding
 - m) Conviction for fraud, bribery, or grand larceny
 - n) Listing on the Federal Debarment or State excluded-parties lists
- Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past two (2) years must be included in the Proposal.
 - Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
 - Respondent has a satisfactory performance record.
 - Respondent has a satisfactory record of integrity and business ethics.
 - Respondent has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.
 - Respondent has established prior experience in successfully performing the scope of services requested.
 - Respondent and its employees hold and maintain any and all territorial, federal, state, and local licenses or certifications as required to perform the services requested.
 - Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

M. 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.

N. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Government of the Virgin Islands until evidence is submitted that the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Bidders must submit a hard copy of a valid Virgin Islands business license within thirty (30) days after award.

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

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

See Appendices These will be required upon award of contract.

P. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

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

Q. TERM OF ENGAGEMENT

The period of performance for the project will be 6 months with a one-time renewal option. System design, configuration, testing, training, and installation must be completed within the stated performance period. The GVI reserves the right to modify and/or terminate the contract if the successful organization fails to perform in a manner consistent with the terms of the contract.

R. PRICE AND CONTRACTING

Respondents must provide a list of anticipated positions, number of anticipated positions and the hourly rate for each anticipated position required to complete the Scope of Work. The Respondents must also provide other expected reimbursable costs to perform and complete the work, such as travel and incidentals. The Respondent may also provide a comprehensive write-up regarding the project cost.

All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first.

It is anticipated that the GVI will enter into a not to exceed, time and materials contract for the delivery of these services based on the pricing received. Payments to the successful firm or individual will be made on a monthly basis based the successful completion of the agreed upon milestones. Since it is anticipated that this work will be reimbursed through federal funding all expenses will follow federal guidelines.

Respondents are required to present their fee breakdown in the attached Price Schedule Sheet (Attachment D)

S. USE OF SUBCONTRACTORS

The GVI shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Respondents may enter into a subcontractor

arrangement, however, they shall acknowledge in their proposal's total responsibility for the entire contract and must identify all subcontractors to the GVI. The GVI reserves the right to approve any subcontractor proposed for the contract and evidence of payment to subcontractors may be required.

T. CONFLICT OF INTEREST

A respondent submitting a proposal hereby certifies that no officer, agent or employee of the GVI has a pecuniary interest in this bid 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.

A respondent must also disclose any existing contractual work for the GVI, whether directly or through a parent company, subsidiary company or associated company or independent contractor(s) hired by respondent; identify any potential conflict of interest, and must certify that respondent nor any parent company, subsidiary company or associated company or contractual/independent contractor(s) hired by respondent has assisted with preparing this RFP.

U. M/BWE

In accordance with the Virgin Islands law, service contracts awarded with fees in excess of twenty- five thousand dollars (\$25,000) must comply with equal employment opportunity requirements. Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate. Respondents must document good faith efforts to provide meaningful participation by M/WBE companies.

V. GENERAL FEDERAL GRANT REQUIREMENTS

It is anticipated that this project will be federally funded and as such is subject to Federal audit and compliance. The final contract shall include the Federal clauses required by 2 CFR 200 Appendix II.

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

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

ENCLOSURE DOCUMENT C

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 Project Management 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 _____

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.

[INTENTIONALLY LEFT BLANK]

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 Nominee Date

Department of Property and Procurement

CONTRACTOR

[NAME] [TITLE] Date

[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

RFP No. _____
Contract No. _____

Contractor's Initials: _____