

GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

DEPARTMENT OF LICENSING & CONSUMER AFFAIRS

INSERT ADDRESS HERE
CHRISTIANSTED, ST. CROIX, U.S. VIRGIN ISLANDS 00820

CONTRACT NO.: PC020LCA13

DATE: September 1, 2014

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
FiberNet, Inc. #4-10A Estate Harmony St. Thomas, VI 00802	Provide support and preventative maintenance on all IT system equipment. Assist and manage the updating of the web-based online licensing system and database.

Pursuant to the renewal option provision, PC020LCA13 above mentioned contract, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Licensing and Consumer Affairs exercises its option to renew and does hereby renew the aforementioned contract for the period November 9, 2014 to November 8, 2016, at the rate stipulated cost therein.


All the terms, covenants, and conditions of the contract affected shall continue in full force and effect.

Please acknowledge receipt and acceptance hereby signing and returning original and three (3) copies to:

Department of Property & Procurement
Sub Base, Building No.1
St. Thomas, U.S. Virgin Islands 00802

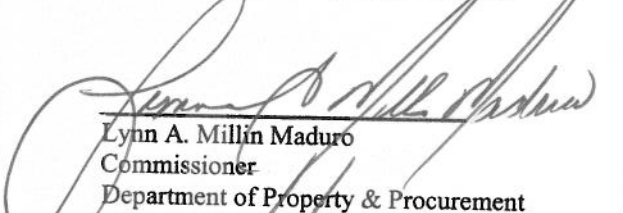
ACKNOWLEDGMENT & ACCEPTANCE:

GOVERNMENT OF THE VIRGIN ISLANDS



Sherwin Rey
President
Fibernet, Inc.

Date: 10/7/2014



Lynn A. Millin Maduro
Commissioner
Department of Property & Procurement

Date: 11/9/14

PC012LCA15

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 9th day of November, 2012 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 Department of Licensing and Consumer Affairs (hereinafter referred to as "Government") and Fibernet, Inc., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to upgrade the Web Base Version System within the Virgin Islands to include the other divisions that was not included in Phases 1 & 2 and to provide IT support for the Department, which duties and responsibilities are more particularly described in Addendum I attached hereto; and

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

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 Work) 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 terminate two (2) years thereafter. The parties may extend the term of the Contract for two (2) additional years by executing an Exercise of Renewal Option Form.

3. EFFECTIVE DATE

This Contract will become effective only upon execution by the Governor of the United States Virgin Islands.

4. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay the Contractor an amount not to exceed One Hundred Nine Thousand Dollars (\$109,000.00) per annum for a total amount not to exceed Two Hundred Eighteen Thousand Dollars (\$218,000.00) for the two (2) year term of the Contract in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.

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5. TRAVEL EXPENSES

Inclusive in the compensation for services as specified in Paragraph 4 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, outside of the Territory, 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 cost and expense shall not exceed FOURTEEN THOUSAND DOLLARS (\$14,000).

6. NON-TRAVEL EXPENSES

Inclusive in the compensation for services specified in Paragraph 4 above and the travel expenses specified in Paragraph 5 above, the Government agrees to pay documented ordinary expenses incurred with respect to and relating to the services described in Addendum I. No such single expense in excess of \$100.00 shall be reimbursable unless approved in advance by the Government. In no event shall the total reimbursable expenses described in this Section exceed FIVE THOUSAND DOLLARS (\$5,000).

7. RECORDS

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

8. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to consultants and economists doing business in the United States Virgin Islands.

9. 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.

10. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

11. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

12. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

13. 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.

14. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction over any and all disputes relating to this Contract is exclusive in the courts of the United States Virgin Islands.

15. 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 representative, 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.

16. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract, are merged herein.

17. 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 the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

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

18. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

19. TERMINATION

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

20. 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. 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 thirty (30) day notice.

21. 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, national origin or disability.

22. CONFLICT OF INTEREST

- (a) Contractor covenants that he 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 he 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 compensation 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, 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;
- (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

23. 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

Commissioner
Department of Property and Procurement
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

and

Commissioner
Department of Licensing and Consumer Affairs
3000 Golden Rock Shopping Center, Christiansted
St. Croix, VI 00820-4311

Contractor

Sherwin Rey, General Manager
Fibernet, Inc.
14 Charlotte Amalie
St. Thomas, VI 00802

24. LICENSURE

The Contractor covenants that he has:

- a. obtained all of the applicable licenses or permits, 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.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

26. 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 offense.

27. 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 sub-contracts 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 sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the contractor or sub-contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the contractor or sub-contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. If, during the term of this contract, the contractor shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and the contractor shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

28. OTHER PROVISIONS

The Addendum I and II and Exhibits attached hereto are a part of the Contract and are incorporated herein by reference. In the event of a conflict between the terms and conditions of the general provisions of this Contract as set out in Sections 1 through 27 of this contract, and the terms and provisions of any Addendum or Exhibit of this contract, the terms and provisions of said general provisions of the Contract shall prevail.

Contract For Professional Services
Between Government of the Virgin Islands/DLCA and Fibernet, Inc.

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

WITNESSES:

Phillis Hodge-Gumbus

Lisa Hill

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 09.24.12
Wayne Biggs, Jr. Date
Commissioner, Dept. of Licensing and Consumer Affairs

[Signature] 10/30/12
Lynn Millin Maduro Date
Commissioner, Dept. of Property & Procurement

CONTRACTOR

[Signature] 9/24/12
Sheldon Rey Date
President, Fibernet, Inc.

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APPROVED:

[Signature]
John P. de Jongh, Jr.
Governor, U.S. Virgin Islands

Date 11/9/12

APPROVED TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE

By: [Signature] 10/29/12
Date

Purchase Order Account Code Number

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 Fibernet, Inc.

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ADDENDUM I
Scope of Work

1. Online Licensing System & Database, Phase 3

- Assist and manage the updating of the web-base online Licensing System & Database, including development of tracking and reporting applications for other DLCA divisions that were not included in Phase 1.
 - Consumer Protection Services
 - Legal
 - Enforcement
 - Weights and Measures

(Estimated at 4 hours per day @ 2 days per week @ 50 weeks per year @ \$75.00 per hour)

Timeline 400 Man Hours.....\$30,000.00

2. General Systems Maintenance

- Provide Preventative Maintenance on all system Equipment
 - The DLCA has systems on all 3 islands. It is the responsibility of Fibernet, Inc. to maintain these computers. For example, keep free of viruses and adware; replace minor parts that have been damaged, etc. Fibernet, Inc. will provide the Labor to repair any computer equipment that has been damaged but DLCA will provide the parts. Periodic cleaning of all computer equipment will also be implemented.

(Estimated at 8 hours per day @ 2 days per week @ 50 weeks per year @ \$75.00 per hour)

Timeline 800 Man Hours.....\$60,000.00

3. Travel

- Travel between St. Thomas and St. Croix 1 day a week.
 - Minimum: 1 day per week (52 Round Trip to and from St. Croix)
- Travel between St. Thomas and Palm Beach, FL.
 - Maximum: 2 trips per year
- Lodging, subsistence and other travel expenses.

Not To Exceed.....\$14,000.00

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Contract For Professional Services
Between Government of the Virgin Islands/DLCA and Fibernet, Inc.

4. Non-Travel Expenses

Not To Exceed.....\$ 5,000.00

Total Contract: \$109,000.00

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