

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
Department of Property & Procurement

CONTRACT NO. PC-083-DOT13  
AMENDMENT NO. PC-007-DOT14  
DATED: April 19, 2013 - C  
November 16, 2013 -A

DATE: June 4, 2014

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of work/services
Bevan Springer President Marketplace Excellence Corporation	To facilitate the promotion of tourism to the US Virgin Islands and to further goodwill in the travel industry and other economic activities through the preparation and publication of positive stories about the United States Virgin Islands in the Caribbean, North America and other international markets.

Pursuant to the renewal option provision, of the abovementioned contract PC-083-DOT13, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the Virgin Islands, Department of Tourism exercises its option to renew and does hereby renew the aforesaid contract for the period January 1, 2015 for one (1) year 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 four (4) copies to:

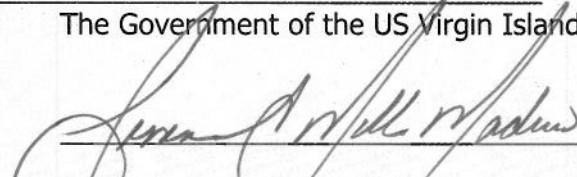
The Department of Property and Procurement  
Bldg. #1, Sub Base, 3<sup>rd</sup> Floor  
St. Thomas, Virgin Islands, 00802

Acknowledgement & Acceptance:

The Government of the US Virgin Islands

 9/9/2014  
Date:

Bevan Springer  
President  
Marketplace Excellence Corporation

 12/31/14

Lynn A. Millin-Maduro, Esq.  
Commissioner  
Department of Property & Procurement

Signature \_\_\_\_\_  
Account Code: \_\_\_\_\_  
MED NO. \_\_\_\_\_ Dated \_\_\_\_\_  
Cc: Department of Finance  
Department of Law

PC036DOT15

**AMENDMENT NUMBER ONE**

**THIS AMENDMENT** to the Professional Services contract made as of 16<sup>th</sup> day of November 2013, in the Territory of the US Virgin Islands, by and between the **GOVERNMENT** of the Virgin Islands DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the DEPARTMENT OF TOURISM, whose physical address is 78 1-2-3 Estate Contant, St. Thomas, US Virgin Islands 00802 (hereinafter referred to as "**GOVERNMENT**") and **Marketplace Excellence Corporation** (hereinafter referred to as "**CONTRACTOR**").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, the Government and the contractor entered into a Contract for Professional Services Number PC-083-DOT-13 (hereinafter referred to as the "Contract") on April 19, 2013,

**WHEREAS**, the expiration date of the Contract is December 31, 2013 and

**WHEREAS**, the parties intend to perform the functions, duties and obligations as agreed in the Contract, but wish to revise the Compensation and Scope of Work portions of the contract.

**NOW THEREFORE**, in consideration of the above, and intending to be legally bound by this written instrument, the parties hereby covenant and agree as follows:

1. The term of the contract shall be extended for one year from the aforementioned expiration date. Therefore, the contract shall expire December 31, 2014.
2. ADDENDUM I (Scope of Work) shall be amended to include ADDENDUM IA, which is outlined below.
3. ADDENDUM II (Compensation) will be revised as outlined in existing Contract No. PC-083-DT-13. The Contractor will continue to submit monthly invoices, which will include a monthly management fee. The Compensation portion of the contract shall be increased from \$200,000.00 to \$325,000.000 as outlined in Addendum IIA below.
4. Addendum IA and Addendum IIA will be incorporated into the existing Contract No. PC-083-DT-13 upon the execution of this Amendment.

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**TERMS AND CONDITIONS**

1. This amendment of the Professional Services Contract is subject to the availability and appropriation of funding and the approval of the Governor of the US Virgin Islands.

2. Except as expressly amended in this Amendment of Professional Services Contract, all terms of the Contract remain in full force and effect.

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

**WITNESSES:**

**GOVERNMENT OF THE US VIRGIN ISLANDS**

[Signature] 10/04/13

Beverly Nicholson Doty 10/4/13  
Beverly Nicholson Doty Date  
Commissioner  
Department of Tourism

Lynn A. Millin-Maduro

Lynn A. Millin-Maduro 10/15/13  
Lynn A. Millin-Maduro, Esq. Date  
Commissioner  
Department of Property & Procurement

**WITNESS:**

**CONTRACTOR**

Farooq Hussain

Bevan Springer 9-27-2013  
Bevan Springer Date  
President  
Marketplace Excellence Corporation

**APPROVED:**

[Signature] Date: 11/16/13  
The Honorable John P. deJongh, Jr.  
Governor of the US Virgin Islands

Approved as to legal sufficiency at the Department of Justice

By [Signature] Date 10-9-13

PC007D0T14

[Signature]

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made as of the 19<sup>th</sup> of April, 2013, by and between the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS, DEPARTMENT OF PROPERTY AND PROCUREMENT ON BEHALF OF THE DEPARTMENT OF TOURISM (hereinafter referred to as the "Government"), and MARKETPLACE EXCELLENCE CORPORATION.(hereinafter referred to as the "CONTRACTOR")

**WITNESSETH:**

**WHEREAS**, the Government is in need of the services of the Contractor to facilitate the promotion of tourism to the US Virgin Islands and to further goodwill in the travel industry and other economic activities through the preparation and publication of positive stories about the United States Virgin Islands in various American media. Through merchandising and other projects related thereto media relations, and through any other public relations activities approved by the Commissioner of Tourism (hereinafter referred to as the "Commissioner") which are more particularly described below; and

**WHEREAS**, the Contractor has the expertise and a proven performance record in the public relations field; and

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

**WHEREAS**, the services of the Contractor are necessary to enable the Department of Tourism to continue to accomplish its public relation objectives. In the Caribbean, Diaspora and Diversity Markets.

**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:

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1. SERVICES

The Contractor will provide the services described in Addendum 1 (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence on January 01, 2013 or upon the execution of this contract by the Governor of the United States Virgin Islands, and shall terminate on December 31, 2013. The Government will have the right to extend this contract for an additional year if it is satisfied with the Contractor's services.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum 1 (Scope of Services), agrees to pay the Contractor the sum of **TWO-HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** in accordance with the provisions set forth in Addendum 11 (Compensation) attached hereto and made a part of this contract.

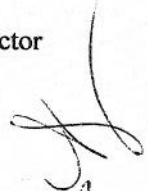
4. TRAVEL EXPENSES

Included in 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 **THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00)**.

5. RECORDS AND MATERIALS

The Commissioner, and other authorized representatives of the Government shall, until the expiration of one year from the date of final payment under this contract, have the right to examine and copy the books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted. The Contractor

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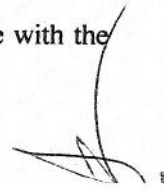
agrees to insert this clause in all subcontracts which, when entered into, exceed \$50,000 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

All property, materials, and photographs previously chargeable to the Government regarding the Government's marketing data and market research are the exclusive property of the Government and upon the Government's written request or upon termination of this agreement, the Contractor shall transfer the foregoing to the Government at such place as shall be designated by the Government. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government. The Contractor agrees not to disclose any confidential information provided by the Government regarding the Government's marketing data and market research to anyone other than authorized officers, employees and agents of the Government. Upon termination of this agreement, the Government agrees to compensate the Contractor as provided under paragraph 3 for any completed work previously authorized by the Government. Such completed work will be returned to the Government and the Government will have the right to use such materials and ideas in its future advertising.

**6. TERMINATION**

The work under this agreement may be terminated by the Government in whole or in part whenever the Commissioner or her designee shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination, which specifies the date, and extent of the termination. Unless otherwise agreed in writing, the effective date of such termination shall not be less than sixty (60) days from the date of the Notice of Termination. The Contractor's right and obligations hereunder shall continue in full force and effect during the period prior to the effective date of any Notice of Termination, including the ordering and billing shall continue to be subject to the prior written approval of the Commissioner as set forth in paragraph 3 hereof.

The Government reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event the Contractor shall immediately take proper steps to carry out the Government's instructions. In turn, the Government agrees to pay the Contractor, in accordance with the



provisions of this agreement, any and all proper charges earned and incurred by the Contractor up to the time of its discontinuance, cancellation or modification.

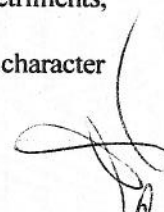
In the event of termination, all print, time and talent contracts and supervision of production of radio or TV properties will be assigned by the Contractor to the Government's new contractor or to the Government if the Government so elects, no later than the last day of the 60-day notice period. The Contractor agrees to cooperate with the Government's new contractor to effect an efficient and smooth transition in responsibilities.

7. **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 sixty (60) day notice.

8. **RELEASES AND INDEMNIFICATION**

It will be the responsibility of the Contractor while it is under contract with the Government to make certain that the necessary contracts or releases have been obtained with or from those people whose names, likenesses, testimonials, scripts, musical compositions, or similar materials, or whose rights are used in the Government's advertising, promotion, publicity, or other materials prepared under this agreement and the Contractor agrees to indemnify the Government and the Government's officers, employees and agents against any liabilities and expenses (including reasonable attorney's fees) the Government may incur with respect to any such materials prepared by the Contractor for the Government which gives rise to any claims or proceedings relating to libel, slander, idea misappropriation and/or copyright infringement. Further, the Contractor agrees to indemnify, defend and hold harmless Government and the Government's officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorney's fees) and causes of action of whatsoever other character



which Government and the Government's officers, employees and agents may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Contractor under this Contract and arising from any cause, except the sole negligence of Government.

9. **CONDITION PRECEDENT**

This agreement is subject to the appropriation and availability of funds to the Department of Tourism of the Government of the Virgin Islands for the purpose of promotion, and to the approval of the Governor of the Virgin Islands. It is recognized that the funding hereto results from proceeds of the Tourism Advertising Revolving Fund or other funds authorized by the Governor which amounts cannot be pre-determined. Therefore, the Government reserves the right to decrease or increase the total amounts payable under this Contract concurrent with proportionate increases/reductions of work levels by written amendment hereto.

This Contract is effective upon the approval of the Governor.

10. **WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the parties hereto or their 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. The parties further agree that the provisions of this section may not be waived except as herein set forth.

11. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain professional industry standards applicable to the public relations profession and to consultants doing business in the United States Virgin Islands.





**12. WAIVER OF LIABILITY**

Nothing in this contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by the 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 the Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the Contractor, its servants, agents or independent contractors.

**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. 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 the Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, Government may apply such sums in such manner as Government deems 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 the Contractor is contesting any such claim if and only if the Contractor gives satisfactory assurances by bond or surety to 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.

**15. LOCAL SERVICES**

The Contractor agrees to make significant use of the service of domicilliaris of the Territory of the Virgin Islands of the United States. The Contractor shall, to the maximum extent possible, subcontract work with Virgin Islands firms and professionals which shall furnish local advertising and public relations campaign support in concert with mainland promotions. Such local contract fees may be paid by the

Contractor from monthly expenses.

**16. ASSIGNMENT**

The Contractor may authorize its affiliates, subsidiaries, subcontractors (or others) to perform any services which are customarily performed in the course of its activities under this Agreement; provided, however, that the Contractor does not have the right to assign, and shall not assign the whole or any part of this Contract with respect to the Contractor's obligation to perform the work and services mentioned hereunder, without the prior written consent of the Government, and that the Contractor will perform all of the services customarily furnished by public relations agencies, obligations to other clients notwithstanding. Any such consent shall not be construed to relieve the Contractor of any responsibility for performance of this Contract.

**17. NOTICES**

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**

Lynn A. Millin Maduro, Esq.  
COMMISSIONER  
DEPARTMENT OF PROPERTY & PROCUREMENT  
SUBBASE BUILDING #, 3<sup>RD</sup> FLOOR  
ST. THOMAS, VI 00802

With copies to:

Beverly Nicholson Doty  
COMMISSIONER  
DEPARTMENT OF TOURISM  
P.O. BOX 6400  
ST. THOMAS, USVI 00804

**CONTRACTOR**

Bevan Springer  
PRESIDENT  
MARKETPLACE EXCELLENCE CORPORATION  
1812 FRONT STREET  
SCOTCH PLAINS, NJ 07076

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**18. GOVERNING LAW**

The parties agree that each and every provision of law and clause required by U.S.V.I. law to be inserted in this contract shall be deemed to be herein and this contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or if not correctly inserted, then upon application of any of the parties hereto, the contract shall forthwith be amended to make such insertion.

The validity and interpretation of this contract or any provision thereof shall be construed and governed in accordance with the laws of the Territory of the Virgin Islands of the United States and jurisdiction shall remain in the United States Virgin Islands.

**19. COMPETITION**

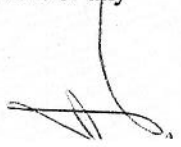
The Contractor shall not, during any time it is performing or obligated to perform services hereunder, perform or agree to perform services for any client who might reasonably be considered as competing with the Government for tourism.

**20. ENTIRE AGREEMENT**

The parties expressly agree that this written instrument embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understanding or agreement, verbal or otherwise, in relation thereto exists between the parties except as herein expressly set forth.

**21. CONFLICT OF INTEREST**

- (1) Contractor covenants that it has no interest and shall 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.
- (2) Contractor further covenants that it is:
  - (a) 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 Legislature, 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 contracted basis): or

- (b) A territorial office 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.

## 22. 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.

## 23. 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.

## 24. DEBARMENT CLAUSE

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

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Contractor for 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.

#### **25. 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.

#### **26. NONDISCRIMINATION**

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.

#### **27. OTHER PROVISIONS**

Addendums I & II attached hereto containing and made a part of this Contract and are incorporated herein by reference.

PC083D0T13

A handwritten signature in black ink, appearing to be 'D. J. ...', is written over a long horizontal line that extends from the right edge of the page towards the center.

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

WITNESSES:

GOVERNMENT OF THE US VIRGIN ISLANDS

*[Signature]*

DATE 1/25/13

*[Signature]*  
Beverly Nicholson Doty  
Commissioner  
Department of Tourism

DATE 1/25/13

*[Signature]*

DATE 4/5/13

DEPARTMENT OF PROPERTY AND PROCUREMENT

*[Signature]*  
Lynn A. Millin-Maduro  
Commissioner

DATE 4/5/13

CONTRACTOR

Marketplace Excellence Corporation

*[Signature]*

DATE 1/19/13

*[Signature]*  
Bevan Springer  
President  
Contractor

DATE 1/19/2013

APPROVED

*[Signature]*  
John P. deJongh, Jr.  
Governor  
US Virgin Islands

Date 4/19/13

**EDGAR A. C. HENRY**  
Notary Public State of New York  
No: 01HE4750366  
Qualified in Queens County & Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 2015

Initialed by Dept. of Justice: *[Signature]* 4-5-13

Account Code: \_\_\_\_\_

Encumbrance \_\_\_\_\_

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 Marketplace Excellence Corporation

Lynn A. Millin-Maduro, Commissioner  
Department of Property and Procurement