

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
 DEPARTMENT OF PROPERTY AND PROCUREMENT
 PROCUREMENT DIVISION

ISSUED BY Department of Property & Procurement	CONTRACT NO.	PAGE NO. 1	NO. OF PAGES
	ORDER NO.		
ADDRESS 8201 Sub Base, 3rd Floor St. Thomas, Virgin Islands 00802			

INVITATION FOR BIDS

DATE ISSUED: **January 27, 2016**

INVITATION NO.: **IFB029DHST16 (S)**

Sealed bids in **quintuplicate (5 Sets)**, subject to (1) The Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference will be received at the above office until **4:00 o'clock PM**, Atlantic Standard Time, not later than (date) **Thursday, February 11, 2016** at that time publicly opened for furnishing the supplies or services for delivery f.o.b. ST. THOMAS, VI _____.

General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.

SCHEDULE					
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO. OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Meals on wheels for the Elderly on the East Side of St. Thomas, during the period of March 1, 2016 up to and including February 28, 2017.				

BID → DATE OF BID _____

IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN _____ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:

_____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS

BIDDER REPRESENTS (Check appropriate boxes)

(1) THAT HE IS _____, IS NOT _____, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL _____, WILL NOT _____, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.

(2) THAT HE IS A REGULAR DEALER IN _____, MANUFACTURER OF _____, THE SUPPLIES BID UPON.

(3) (A) THAT HE HAS _____, HAS NOT _____, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS _____, HAS NOT _____, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.

(4) HE OPERATES AS AN INDIVIDUAL _____, PARTNERSHIP _____, CORPORATION _____, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS

(5) PREFERRED BIDDER: _____ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WAS BORN IN THE VIRGIN ISLANDS; _____ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WHO WERE BORN IN THE VIRGIN ISLANDS; _____ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR _____ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) (Type or Print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID →
	TYPE OR PRINT SIGNER'S NAME & TITLE

AWARD		DATE OF AWARD
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS
SUBMIT INVOICE FOR PAYMENT TO: Department of Human Services Knud Hansen Complex, Hospital Ground St. Thomas, Virgin Islands 00802		BY _____ Contracting Officer
1303		

CONTINUATION SHEET
 (Supply Contract)

Contract, Order, or Invitation No.
 (As Applicable)

Page No.

IFB029DHSTT16 (S)

ITEM NO.	SUPPLIES OR SERVICES	AMOUNT
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Department of Human Services
 1303 Hospital Ground
 St. Thomas, Virgin Islands 00802

\$ _____
Per Meal

Meals on Wheels for the Elderly
 East End Side of St. Thomas

SCOPE OF WORK ATTACHED

1. Submit with bid package a list of employees that will be working on this project.
2. List all kitchen appliances
3. Provide a list of outside consultant if any
4. Provide a copy of all current employee health cards
5. Submit with bid package a copy of Health Permit from the Department of Health
6. Submit with bid package a copy of all week cycle of Regular/Low Sodium Menu (Cycle #1-Week 1 thru Week 7 with signature of signed Provider's Dietitian
7. Submit a copy of selected Registered Dietitian Nutritionist card

Name of Bidder:

CONTINUATION SHEET
(Supply Contract)

Contract, Order, or Invitation No.
(As Applicable)

Page No.

IFB029DHSTT16 (S)

ITEM NO.	SUPPLIES OR SERVICES	AMOUNT
----------	----------------------	--------

NOTICE TO BIDDERS

ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE **PHYSICAL LOCATION** OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MAILING ADDRESS ONLY WILL NOT SUFFICE.

BIDDERS MUST INSERT THEIR E.I.N.-EMPLOYER'S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY'S NAME AND ADDRESS IS REQUIRED.

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL: **MANDATORY**

- A. CURRENT VALID BUSINESS LICENSE
- B. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE
- C. CERTIFICATE OF GOOD STANDING
- D. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY
- E. ARTICLES OF INCORPORATION, IF APPLICABLE

"IT SHALL BE THE BIDDERS' RESPONSIBILITY TO DELIVER HIS BID TO THE DESIGNATED LOCATION PRIOR TO THE BID TIME SPECIFIED ON PAGE 1 OF THIS BID."

Name of Bidder:

CONTRACT PERIOD: The period of any contract entered into under this Invitation for Bid shall be from March 1, 2016 up to and including February 28, 2017.

CONTINUATION SHEET
(Supply Contract)

Contract, Order, or Invitation No.
(As Applicable)

Page No.

IFB029DHSTT16 (S)

ITEM NO.	SUPPLIES OR SERVICES	AMOUNT
----------	----------------------	--------

OPTION TO RENEW: The service of this contract may be extended for an additional term subject to the availability of funds.

SUPPLEMENTARY PROVISIONS: The application of all materials will be in such a manner so as not to cause harm to humans, foodstuff or equipment within the building and/or property.

The Contractor shall maintain on his own, workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00, the cost of which shall be borne by the Contractor and maintained fully during the term of the Contract.

A copy of the Insurance listed herein shall be filed with the Department of Property & Procurement, 8201 Sub Base, 3rd Floor, St. Thomas, U. S. Virgin Islands 00802.

The Contractor shall be liable for loss or damages to property or persons, however, in no case shall such negligence be presumed or inferred.

The Contractor agrees not to refuse to hire or employ or to bar or discharge from employment any individual because of race, religion, color, or ancestry.

The Contractor hereby agrees to pay the existing minimum wages, Federal and/or Local taxes as may be applicable.

PROMPT PAYMENT DISCOUNT: Prompt payment discounts shall NOT be considered in the evaluation bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on Page 1 of the Bid Form is hereby deleted.

EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

PREFERRED BIDDERS: In addition to placing a check (✓) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership or Corporation name be added to a Preferred Bidders' List to be maintained by the Commissioner of Property & Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property & Procurement, Division of Procurement, Building #1, Third Floor Sub base, St. Thomas, U. S. Virgin Islands, or 3274 Estate Richmond, Christiansted, St. Croix, U.S. Virgin Islands, notarized, and submitted to the Division of Procurement not later than the date and hour of bid opening as specified on Page 1 of this bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V. I. C. § 236 a, will not be considered eligible as Preferred Bidders for this Invitation for Bids.

Name of Bidder:

Pursuant to Act No. 3072, approved July 29, 1971, amending Section 245 of Chapter 23, Title 31 of the Virgin Islands Code, each person who submits a bid in relation to any purchase in excess of \$1,000.00, under this Chapter, will disclose the Name and Address of each individual having a beneficial interest of more than five (5%) per Centum in the bidding enterprise, and if the bidder is a Corporation, the Names and Addresses of all its Officers and Directors.

NAME

ADDRESS

TITLE

Standard Form 86
November 1949 Edition
General Services Administration
Fed. Proc. Reg. (41 CFR) 1-16.107
36-104. Rev. 3-18-08

CONTINUATION SHEET
(Supply Contract)

Contract, Order, or Invitation No.
(As Applicable)

Page No.

IFB029DHSTT16 (S)

ITEM NO.

SUPPLIES OR SERVICES

AMOUNT

Name of Bidder:

SCOPE OF WORK– Meals on Wheel Program – ST. THOMAS

Location : EAST

Note: All information listed below is for the provision of meal services to the **EAST** section of the island which provides **approximately 160 meals per day and 48,000 meals per year**. Please bid according to this projected figure. Please note that on rare occasion (e.g. inclement weather), you may be asked to provide **double meals**. This usually occurs around Hurricane Season, but may also occur during other times of the year. There are three times during the year, Human Services traditionally requests a special menu: **Thanksgiving, Christmas meals, and the May Month Senior Banquet**. Please make note that your food cost may be higher for those menus due to higher priced items being purchased.

Requirements

All bidders must have all of the following in order to be eligible to bid:

- Meal preparation facility that meets the sanitation requirements of local and Federal rules and regulations as well as having a health permit and all other required licenses.
- A Registered Dietitian who is able to assist with preparation and review of menus and who will administer their signature of approval to the submitted menus.
- Capability to prepare the number of meals specified at the designated time.
- Building facilities that promote the easy transfer of meal carriers from the food preparation site to the Department of Human Services vehicle. If building facilities are not sufficient, then the bidder must demonstrate the availability of adequate equipment (e.g. sturdy dollies, lifts, etc.), that will allow such transfer to occur.
- Food handlers cards for all those who will be involved in handling/preparing food items, no matter how minimal the task.
- Health Inspection Certificate dated within one month of proposal submission
- **2 complete sample meals must be provided for a panel comprised of Meals on Wheels staff and Meals on Wheel participants for contract award decision-making purposes. The meals must be consistent with the requirements detailed in this Scope of Work**

Sanitation and Food Handling Requirements

The successful bidder shall comply with all Federal and Local laws and regulations governing the preparation, plating, handling and transporting of food. Food must be prepared, plated and handled with the least possible manual contact. Surfaces will be cleaned and sanitized to prevent cross-contamination. Dishes and utensils will be washed using water that is 171 degrees (77 degrees C) or above, or using an approved chemical sanitizing solution. All food preparation facilities, food storage and food associated areas, and equipment shall be cleaned and sanitized on a daily basis.

All equipment (i.e. the food carriers) used to transport the meals shall be provided by the Department of Human Services. It is the responsibility of the successful bidder to clean and sanitize the carriers on a daily basis or more often if needed. The carriers will be open to inspection by the Department of Human Services and shall be kept in good repair.

The successful bidder shall maintain a written documented formal sanitation program that meets or exceeds the minimum requirements of local and Federal agencies authorized who are authorized to do inspections.

The successful bidder agrees to have all involved in a food handling capacity, no matter how small, participate in scheduled Hazard Analysis Critical Control Point Systems (HACCP) training by staff of the Department of Human Services. The one day training will take place between the hours of 8 am and 5 pm, Monday through Fridays and will take place at the facility of the successful bidder, unless otherwise noted.

The successful bidder shall maintain all food preparation areas over which it has control in clean and sanitary conditions. All food preparation facilities and food storage and food associated areas, including equipment utensils, ventilation equipment (including filters), door cabinets, counters, garbage receptacles, etc. Shall be cleaned and sanitized on a daily basis.

The Department of Human Services or any other authorized local or federal employee may conduct inspection to determine compliance with any required rules or regulations. Further, facilities must be available for inspections by authorized employees of the Department of Human Service, Department of Health and the federal government at least two weeks prior to the evaluation of the proposal.

The successful bidder will maintain one food sample of each meal for 72 hours (3 days) in order to expedite a food analysis in the case of a suspected food-borne illness.

Nutrition Standards: Menu Policies and Food Preparation Guidelines

Purpose

Menu standards are developed to sustain and improve client health through the provision of safe and nutritious meals using specific guidelines. These guidelines are incorporated in this request for proposal. Submit the following menus on the forms or in the format provided (See Table F). All menus must contain 6 week cycles.

- Regular Menu
- Low Sodium Menu
- Diabetic Menu
- Puree Menu

Menu Submission Protocol:

1. Menu Cycles: Menus must be planned for a minimum of six weeks. No complete meal shall be repeated within a 4 week time period. No exact entree can be duplicated within 2 weeks.

2. Menu Submission: Menus shall be submitted four weeks prior to service to the DHS Departmental Nutritionist or other designated employee. The NPE menu form shall be completed by the provider and submitted.

3. Substitutions: Substitutions may be made from menus submitted to the DHS due to shortages or problems with food delivery to the kitchen or meal site. The substitutions should be as similar to the originally planned food(s) as feasible and kept to a minimum. The DHS *must be notified immediately* to evaluate and approve the substitution.

The menus must also make allowance and contain substitutes for persons who may be vegetarian, or who may not eat red meat, pork, or fish. All substitutions must be recorded on the Substitution List and comply with the NPE specifications.

4. Alcohol: No alcoholic beverages can be served or used in any part of the preparation process of meals.

5. Advance Meal Preparation: Meat, vegetable, and bread alternate components shall not be prepared earlier than 24 hours preceding their delivery. The frozen Home Delivered Meals may be prepared earlier than one day to ensure that the meals are solidly frozen. In all instances of advance meal preparation, proper preparation and storage techniques such as outlined in the DHS food safety training shall be employed.

6. Low Sodium Guidelines: All meals, *including the "Regular" meals*, are to be prepared according to Low Sodium guidelines. Guidelines are as follows:

- Limit the use of highly processed foods which may include commercially prepared frozen entrees and condiments that are high in sodium
- Low sodium bases/stocks should be used when preparing gravies
- Only fresh or frozen vegetables are allowed for vegetable option of meal.
- Do not add salt when cooking rice or pasta.
- Each meal must not be prepared with more than ½ **teaspoon** of added salt.

MEAL PATTERNS

1. Regular Food Groups

1. Meat/Meat Alternative
2. Starch (bread alternative)
3. Vegetable
4. Fruit
5. Dessert
6. Bread/Grain
7. Butter/Margarine
8. Low Fat Milk

Amount to Serve

- 4 oz. lean, cooked
- $\frac{1}{2}$ cup
- $\frac{1}{2}$ cup or 1 cup* (1-2 servings)
- $\frac{1}{2}$ cup or 1 cup* (1-2 servings)
- $\frac{1}{2}$ cup or 1 serving
- 1 serving
- 1 tsp.
- 1 cup

* Vegetable and Fruit Servings should constitute *three total servings per meal, excluding dessert*. e.g. If $\frac{1}{2}$ cup vegetable is served then 1 cup of fruit must be served for the fruit serving and vice versa.

NOTE: A food that is served within a meal may be counted within only *one* food group. For example, juice served as a fruit cannot be counted as a fruit and dessert.

2. Diabetic

The same food groups are used as for "Regular." The only difference is that the dessert should consist of unsweetened or low sugar products. If canned fruits are used then they should be packed in their own juice. Baked desserts should be made with a decreased amount of sugar or a sugar substitute. *One low sugar baked item for dessert is required to be served at least once per week.* The recipe and sample of the product must be provided to designated DHS staff for review and approval prior to service.

3. Low Sodium

The same food groups are used as for "Regular."

4. Special Changes

Changes in "Regular" meals may be offered where feasible and appropriate to meet the medical needs of the client. These changes do not require a physician's approval:

- The client asks for a *reasonable* change in entree due to religious or personal preferences. Requests will be honored when possible, if the contractor is able and it is within nutritional guidelines.
- The client/client's representative requests an omission from the meal being served. DHS will not force any client to receive food that is not desired.

- Changes in meal consistency.
- The provision of fresh or water packed fruit or unsweetened desserts.

Meal Pattern Food Group Specifications

1. Meat/Meat Alternative

The meal shall contain four (4) ounces cooked *edible* portion of meat, fish, poultry, or meat alternate and must provide at least a minimum of 20 grams of protein. The following meal alternates may replace *one ounce* of meat (poultry, beef, veal, and fish):

- 1 ounce of cheese (made with skim or partially skimmed milk)
- 1 ounce of tofu
- ¼ cup dried peas or beans, cooked to volume; or ½ cup cooked peas or beans.

Please note that CHICKEN WINGS or the SKIN OF CHICKEN is NOT ALLOWED to be served due to the high fat content.

Lower fat entrees are recommended, such as poultry, fish products and lean meats.

Only ground round shall be used. Lean ground chicken or turkey may be used. No regular ground beef or hamburger will be served. Ground meat of any kind can be used no more than twice per week as a main entree.

Texturized Vegetable Protein (TVP) may be incorporated in some recipes with a maximum ratio of 30% TVP to 70% meat.

When meat alternatives are planned for the entree, a source of an iron and Vitamin C rich food must be included.

If a base is used for gravy preparation, the base must be low fat and low sodium.

2. Vegetables

One to two servings of one-half cup drained weight must be served. Fresh or frozen vegetables are to be used. *The only canned vegetables that will be accepted are beets, lima beans, corn, and wax beans.*

Mashed Potatoes, if used, must be enriched with Vitamin C.

A good source of Vitamin A and C are to be served daily.

Lettuce alone may not count towards a vegetable serving. Lettuce and tomato may be served as one vegetable serving.

Salads shall be packaged in closed containers and maintained at a cool temperature. Individual packaged salad dressing will be provided with all salad.

Vegetable Sauces, such as tomato sauce, cannot count toward meeting the vegetable requirement.

3. Fruit

The following is considered one serving of fruit:

- ½ cup drained canned fruit
- 1 cup 100% fruit juice
- Fresh fruit serving size – see **Table B**

Canned fruit must be packed in fruit juice, water or lite syrup. *Fruits canned in heavy syrup will not be accepted.* Canned fruit must be maintained at a cool temperature. ***Canned fruit is not to be served more than three times per week***

4. Grains/Starches:

See **Table C** for serving sizes. Please note that a variety of ***at least three different types of breads must be served during each week cycle.***

5. Milk

Eight (8) ounces of reduced-fat milk fortified with Vitamins A and D must be served with each meal. Milk will not be accepted at temperatures above 40 degrees. If milk is not available, the following may be used as a substitute:

- 1 cup yogurt
- 1 ½ ounces reduced fat cheddar or American cheese
- **Calcium-Fortified** Soy or Almond Milk

Calcium-fortified soy or almond milk may also be requested for clients with milk intolerance. An estimate of meals requiring this type of substitution should be calculated at **10 meals per day.**

If milk is knowingly going to be substituted for a period of over 3 days, the Program Supervisor must be notified.

6. Fat

One teaspoon of butter or margarine spread in individual serving packages must be served.

7. Desserts

One serving must be served. Desserts shall be packaged in closed containers. Perishable desserts shall be received by nutrition workers at temperatures not more than 40 degrees Fahrenheit. See Table C for serving sizes.

Fruit must be served as a dessert two times per week with fresh fruit served at least two times per week subject to seasonal quality. When fruits are used as a dessert, another serving of a different type of fruit must also be served to fulfill the fruit group obligation.

The remaining desserts must include a baked product twice per week for regular, low sodium and low potassium diets and once for diabetics (*See Table C*).

Gelatin is not allowed to be served as it does not travel well.

Note: Providers are encouraged to provide similar desserts for the regular and diabetic menus. For example, if pudding is on the regular diet menu, it is suggested that a no-sugar pudding be served as a substitute.

Note: When the dessert contains the equivalent of $\frac{1}{2}$ cup milk per serving, it may be counted as $\frac{1}{2}$ a serving.

Food Purchasing Specifications

- *Beef, Lamb, Veal* – USDA Select. If ground beef is used, the percentage of meat must be 93% or higher.
- *Poultry* – US Grade A
- *Pork* – USDA Grade: Acceptable
- *Vegetables (Frozen)* – US Fancy or US Grade A
- *Vegetables (Fresh)* – US Fancy
- *Fruit (canned and frozen)* – US Grade B; light syrup or juice
- *Juice* – 100% fruit juice; unsweetened
- *Milk* – Homogenized Grade A, in individual containers
- *Fish* –

Fresh: Received from vendor between 32-40 degree F packed in crushed or flaked self-draining ice. Bright red, moist gills and eyes are bulging and clear. No noticeable strong fish odor.

Frozen: No indication that the fish has been allowed to thaw. Frozen fish must be received frozen.

Food Production/Distribution

1. **Number of Meals** – Separate cost proposals will be considered for the provision of individually packaged meals which meet specifications. The *estimated* number of meals is as follows:

150 meals per day or 45,000 meals per year.

Of the total number of meals estimated above, the Nutrition Program for the Elderly will only pay for those ordered, prepared, accepted, and delivered *in edible condition and meeting the standards found within the scope of work.*

2. **Weekly Provision of Meals**

When ordered, *Congregate meals* will be provided two days per week, except holidays. *Home delivered meals* will be provided up to seven days per week. For weekends and holidays, frozen meals will be provided on the days before the weekend or holidays. However, hot meals shall be provided on weekends and holidays for participants who cannot manage frozen meals.

3. **Frozen Meals**

Frozen meals must be frozen in the serving trays and delivered in a completely frozen state when accepted by Department of Human Services. If the bidder lacks the capacity to provide the number of frozen meals required for pre-holiday delivery, then the bidder must have the capacity to prepare and deliver *double* hot meals for pre-holiday delivery. *Frozen meals cannot be duplicates of meals served during the week.*

4. **Labelling of Meals**

ALL meals must have a computer generated label on each tray cover. The labels will be color-coded as follows:

BLUE MARKER – Regular

RED MARKER – LOW SODIUM

GREEN MARKER – DIABETIC

“SOFT,” “PUREE,” and other diet restrictions shall be indicated as needed. A sample label appears as follows:

Baked Chicken

Macaroni and Cheese

Broccoli

SOFT

5. Leftover Food

The procedure for disposing of leftover un-served food is as follows:

- Cold foods that are not out of the expiration date such as fruits, bread, milk, juice, baked goods and salads, can be re-served the next day given that they are packaged and stored according to guidelines.
- **No hot food shall be re-used UNDER ANY CIRCUMSTANCES.**

6. Special Events

The successful bidder must be open to negotiations for Human Services-related special events such as picnics, conferences, and special holiday dinners. The price per meal will remain the same, although the successful bidder may be asked to provide items not normally served on to the program participants (e.g. sandwiches, ham, johnny cakes, etc.)

7. Meal Orders and Cancellations

The Department of Human Services reserves the right to order or cancel meals up to 5:00 pm the day before the meals are to be provided. Limited changes in the number of meals (up to 10) may be requested up to 8:30 am on the day of the order.

8. Delivery Times

The number of meals ordered by the Department of Human Services must be ready for delivery no later than 9:30 am. The Department of Human Services reserves the right to alter the delivery time with 24 hours' notice given to the vendor.

9. Accuracy of Meal Delivery and Payment

- The successful bidder will be held accountable for the accuracy of all meal provided.
- The successful bidder will provide exactly the number of meals ordered.
- ***Damaged, spoiled, inedible, or incomplete meals will not be included when the number of meals provided for payment is determined.***
- A meal of which ***ANY*** portion of the meal is spoiled, damaged, burnt, missing, ***or otherwise inedible*** is considered unacceptable and ***will not be included for payment.***

The Department of Human Services reserves the right to refuse payment on any meal not supplied within 30 minutes of the specified delivery time. The department reserves the right to obtain meals from other sources ***with the caterer responsible for any additional cost.***

10. Emergency Procedures

Emergency circumstances preventing the delivery of meals on the required day(s) are the responsibility of the successful bidder. In the event of unforeseen emergency circumstances, the successful bidder shall be required to immediately notify the Department of Human Services by telephone, or messenger.

Emergency situations affecting the successful bidder's ability to deliver meals will result in non-payment by the Department of Human Services for undelivered meals.

Food Production Facility

1. Facility Inspection

The Department of Human Services, the Virgin Islands Department of Health, and any other designated entity reserve the right to inspect the successful bidder's food preparation facilities at any time **without notice**.

The successful bidder must meet at least quarterly with designated Human Service staff and a panel of clients for review and evaluation of services.

The Department of Human Services reserves the right to require the presence of the bidder or his representative at meetings when the Department of Human Services requests to resolve emergencies associated with the bidder's service to the program.

2. Facility Supervisor

The successful bidder shall provide management supervision at all times at the food preparation facility during meal preparation associated with this contract. The supervisor will be responsible for assuring that all pre-requisite HACCP standards are met.

3. Equipment

The successful bidder agrees to surrender all equipment purchased by federal and local funds at the termination of the contract. The successful bidder may not use this equipment for any purpose other than the delivery of meals to participate in the Nutrition Program for the Elderly.

Meal Service Packaging Specifications

In addition to the guidelines listed previously, below are added specifications as to how various food items should be packaged.

1. SERVING TRAYS

Meals are to be prepared and packaged in the **covered 8.5" x 6.5"** trays pictured below:



The starch, vegetable and meat/meat alternative portion of the meal is to be served in the tray.

2. REDUCED FAT (2%) MILK

2% Milk is to be purchased in single-serve, sealed cartons. Milk in single-serve plastic pouches is also acceptable if the appropriate straw is served (see picture of Capri Sun package in the next page). A cooler will be provided by the Department of Human Services in which the milk will be packed by vendors prior to pick-up. ***Individual serving packets of powdered milk are required to be kept on hand in the event that liquid milk is unavailable to be served.***



3. 100% FRUIT JUICE

An 8 ounce serving of 100% juice is to be served in containers as seen below (**NOTE:** The pictures below are **examples** of suitable containers. The brand names do not have to be the same. Also, pouch or boxed juices must contain the suitable drinking straws as seen in the Capri Sun picture. Cocktail stirrers are not acceptable).



As with the milk, coolers will be provided by the Department of Human Services.

4. CHEESE

Unless it is part of the entrée, *cheese as individual servings (e.g. American slices, cubes, etc.) is not to be served*

5. BREAD

All bread is to be **individually** wrapped in either Saran wrap-type plastic or Ziplock-type plastic bags.

6. PLASTIC UTENSILS

Plastic utensils/napkins are **not required** to be provided by vendors.

TABLE A

Vitamin A

A good source of Vitamin A must be served daily. A **½ cup serving** of the following fruits and vegetables are good sources:

Apricot
Avocado
Broccoli
Brussel Sprouts
Cantaloupe
Carrots
Collard Greens, Kale and other dark leafy greens
Mango
Mixed Vegetables
Okra
Peaches
Green Peas
Pumpkin
Spinach
Sweet Potato
Tomato

Vitamin C

- For each meal, one good source of a Vitamin C rich food must be served.
- 100% Juices that are fortified with Vitamin C are allowed. **Fruit drinks, even when fortified, are not allowed.** The following foods are good sources of Vitamin C per **½ cup serving**:

Asparagus	Brussel Sprouts
Cabbage	Cauliflower
Bean Sprouts	Bell Pepper
Cantaloupe	Broccoli
Fortified 100% Fruit Juice	Honeydew Melon
Okra	Mandarin Orange
Kiwi	Orange
Papaya	Mango
Pineapple	Potato
Strawberries	Spinach
Sweet Potato	Tangerine
Tomato/Sauce/Juice	Turnip Greens

Table B

Fruit Serving Sizes

Canned, or diced fresh fruit – ½ cup

e.g.: Applesauce, fruit cocktail, sliced peaches, mandarin orange, diced fruits (e.g. pineapple)

Canned, Other:

e.g. 2 peach halves, 2 pear halves, 3 pineapple slices, 4 apricot halves, 3 prunes, 3 plums

Fresh Fruit (1 whole fruit):

Apple, Banana, Orange

Fresh Fruit (2 whole fruits):

Plums, kiwi

Dried:

3 heaping T. raisins (or 1 individual serving box)

5 halves apricots or similar fruit

3 whole prunes

Table C

Dessert Serving Sizes

- Maximum of 2 times per week

Pies/Tarts (Not allowed for Diabetic Meals)

One serving = 1/16 of 8" pie

Cakes:

One serving = one 2" square piece

(Note: Chocolate, coconut and carrot cake **not allowed**)

Cookies:

One serving = 2 small 2" diameter cookies (Note: **Diabetics get one cookie**)

Table D
Pureed Diet

Food Group	Preparation	Avoid
<i>Meat</i>	Meat, fish, pork (without bones), poultry (without skin or bone).	All others
<i>Starch/Bread Alternative</i>	Mashed root vegetable. Cornmeal, cooked to a soft consistency. Rice or pasta.	All others
<i>Vegetable</i>	Cooked vegetables <i>without</i> seeds.	All others
<i>Fruit</i>	<i>Peeled and seedless</i> fresh fruit. Mashed canned fruit.	All others
<i>Bread</i>	<i>Bread only allowed if indicated by Human Services.</i>	Any with seeds or nuts
<i>Dessert</i>	Baked custard, puddings, applesauce, <i>plain or sponge cake allowed if indicated by Human Services</i>	Any with seeds or nuts

TABLE E
Mechanical Soft Diet

Food Group	Preparation	Avoid
Meat	Ground or finely chopped meat, including pork. Poultry or fish without bones. Tofu	All others
Starch or Bread Alternative	Mashed or creamed potatoes, soft fungi, macaroni and other pasta/noodles, rice, mashed provisions.	All others
Vegetable	Cooked soft vegetables without seeds.	All others
Fruit	Canned or cooked chopped fruit without seeds and skin.	All others
Bread	Soft breads, muffins and plain crackers.	Any with seeds or nuts
Dessert	Custards, puddings, cake, soft cookies without nuts or seeds.	Any with seeds or nuts

Low Potassium Diet Guidelines

- 1) Drain all juice from canned fruits
- 2) Only 1 TABLESPOON of any type of gravy or sauce is allowed per meal
- 3) **None of these foods are allowed:**

Potatoes and all other provisions (e.g. green banana)
Red Beans
Cantaloupe
Honeydew
Carambola (star fruit)
Broccoli
Bananas (ripe or green banana)
Oranges
Tomato (including sauces)
Prunes
Spinach (or any other dark, leafy green vegetable)
Apricots

NO SALT SUBSTITUTES

- When potatoes are on the menu, substitute with rice or pasta.
- When fruits on the not allowed list are on the menu, substitute with any other type of canned or fresh fruit or applesauce.

Table F

NUTRITION PROGRAM FOR THE ELDERLY
Regular and Low Sodium Menu Plan

Provider: _____

CLE #1 WEEK # _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
MEAT or MEAT ALTERNATIVE 4oz.							
STARCH/ BREAD ALT. ½ cup							
VEGETABLE ½-1 cup							
FRUIT/VEG. ½-1 cup							
BREAD							
MARGARINE 1 tsp.							
DESSERT							
MILK							
SUBSTITUTION							

Prepared By: _____ Approved By: _____

Provider's Dietitian

DHS Asst. Dept. Nutritionist

TERMINATION OF CONTRACTS

— 0 —

CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer 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 specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B)

the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.

- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
 - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid

the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
- (ii) the total of —
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
 - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

GENERAL PROVISIONS (SUPPLY CONTRACT)

1. DEFINITIONS

As Used throughout this contract, the following terms shall have the meaning set forth below:

The term "Contracting Officer" means the Commissioner of the Department of Property & Procurement; and the term includes, except as otherwise provided in the contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUALITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specify elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to

inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in the contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such

assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Government Comptroller of the U. S. Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Government Comptroller of the Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure

such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or service fees to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph

(a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be

necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Attorney General. The decision of the Attorney General or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above:- Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a(d)) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) "a domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products;

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. OFFICIALS NOT TO BENEFIT

No member of the Legislature, or Delegate to the United States Congress, or official or employee of the Executive Branch of the Government of the Virgin Islands, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

NON-COLLUSION AFFIDAVIT

— 0 —

..... 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