

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 12th day of August, 2016 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the **Office of the Lieutenant Governor** (hereinafter referred to as "Government"), and **Deloitte Consulting LLP** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to assist with matters related to the 2013 revaluation and ongoing annual maintenance support, which duties and responsibilities are more particularly described in Addendum I ("Scope of Work") attached hereto; and

WHEREAS, the Government is in need of training services to achieve competency in property tax valuation and administration for in-house personnel; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services as more particularly described in **Addendum I** ("Scope of Work") attached hereto and made a part of this contract.

2. TERM

This Contract shall commence on upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate twelve (12) months thereafter.

3. COMPENSATION

The Government in consideration of the satisfactory performance of the services described in **Addendum I** ("Scope of Work") agrees to pay Contractor a sum not to exceed SIX HUNDRED AND FIFTY THOUSAND, inclusive of Twenty Five Thousand Dollars allocated specifically for travel.

4. TRAVEL EXPENSES

Inclusive in the compensation for services as specified in Paragraph 3 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

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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 **Twenty Five Thousand (\$25,000.00) Dollars**, which is included in the terms of compensation set forth in paragraph 3 of this Contract.

5. RECORDS

The Contractor, when requested to do so by the Government, will present documented, precise records of time and money expended under this Contract. These requests shall be fulfilled within fourteen (14) days of request by the Government.

6. DOCUMENTS, PRINTOUTS, SOFTWARE, ETC.

All documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to the Government at the termination of this Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

The software, work products, and derivative works produced under this Contract, including software customizations and modifications, shall remain the property of Contractor including all patent, copyright and all other intellectual property rights.

The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Contractor develops and brings to the Government in furtherance of performance of the Contract shall remain the property of Contractor.

7. LIABILITY OF OTHERS

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

This is a fixed price contract for provisions of services. Contractor warrants that it shall perform its services diligently, in good faith, and in a professional manner. Except for the warranties expressly set forth in this Contract, Contractor makes no other warranties, and expressly disclaims all other warranties, whether express or implied. In the event of a breach of this warranty, the government may seek any remedy available at law or equity, including monetary damages and return of fees paid to Contractor under this Contract. Prior to the Government exercising its right to seek any such remedy, Contractor shall be notified in writing and given thirty (30) days to cure the breach of this warranty and provide documentation thereof. The Government will not exercise any right to withhold

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without providing Contractor an opportunity to cure.

8. PROFESSIONAL STANDARDS

This is also a services engagement Contract and as such, the Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

9. ASSIGNMENT

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

10. LIMITATION ON LIABILITY AND INDEMNIFICATION

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

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action which the Government may incur, sustain or be subjected to, arising out of bodily injury or damage to property, or connected to the deliverables to be provided by Contractor under this Contract infringing any third party's intellectual property rights, in each case to the extent caused by Contractor's negligence, willful misconduct or fraud.

In no event shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages relating to or arising from Contractor's services under this Contract or Contractor's breach of any provision or obligation under this Contract or arising from any cause of action under this Contract, including contract, warranty, tort, indemnity, or negligence.

NOTWITHSTANDING ANY TERM OR PROVISION IN THIS CONTRACT TO THE CONTRARY, THE LIMITATION ON CONTRACTOR'S LIABILITY SET OUT IN CLAUSE 10 OF THIS CONTRACT SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE, RECKLESS CONDUCT, OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR.

11. GOVERNMENT RESPONSIBILITIES

The Government shall cooperate with Contractor, including, without limitation, providing Contractor with reasonable facilities and timely access to data, information and personnel and other resources of the Government as requested in **Addendum III** ("Required Resources") so that the Contractor may perform the tasks as described in **Addendum I** ("Scope of Work"). The Government shall be responsible for the

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performance of its personnel and agents and for the accuracy and completeness of data and information provided to Contractor for purposes of the performance of the Services. The Government acknowledges and agrees that Contractor's performance is dependent upon the timely and effective satisfaction of the Government's responsibilities hereunder and timely decisions and approvals of the Government in connection with the Services. Contractor shall be entitled to rely on all decisions and approvals of the Government. The Government shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating a competent management member to oversee the Services; (iii) evaluating the adequacy and results of the Services; and (iv) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

12. 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.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this Agreement or arising from any breach of this Agreement shall be filed and maintained in a court of competent jurisdiction in the United States Virgin Islands. If any dispute occurs between the parties, they shall attempt in good faith to resolve the dispute by mediation. In such mediation, the parties thereto will choose a mutually acceptable mediator in the United States Virgin Islands.

14. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall, be made by the Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by

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Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

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

17. TERMINATION

Unless terminated sooner in accordance with its terms, this Agreement shall terminate on the completion of the Services. This Agreement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period.

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 terms and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall receive payment for the services provided to the date of termination, including payment for the period of the thirty (30) day notice.

18. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

19. CONFLICT OF INTEREST

Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

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 legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- b. a territorial officer or employee and, as such, has:
- c. familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
- d. not made, negotiated or influenced this Contract, in its official capacity;
- e. no financial interest in the Contract as that term is defined in section 1101 (1) of said Code chapter.

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20. EFFECTIVE DATE

The effective date of this Contract shall be the day of the execution of this Contract by the Governor.

21. NOTICE

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

GOVERNMENT

Randolph N. Bennett,
Commissioner
Department of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802

Osbert E. Potter
Lieutenant Governor/Insurance Commissioner
5049 Kongens Gade
St. Thomas, USVI 00802

CONTRACTOR

Fran Greaney Principal
Deloitte Consulting, LLP
1919 N. Lynn Street Arlington, VA 22209

22. LICENSURE

The Contractor covenants that it has:

- (1) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (2) 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 CERTIFICATION

By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL

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PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. OTHER PROVISIONS

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

In the event that any provision of this Contract shall be held prohibited by law or otherwise be invalid, the validity of the remaining provisions of this Contract shall not in any way be affected thereby.

26. ENTIRE AGREEMENT

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

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

WITNESSES:

[Signature]
Solene McLean

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 12/1/15
Date
Osbert E. Potter
Lieutenant Governor
Insurance Commissioner

[Signature]
Claude L. Davis

[Signature] 2/8/16
Date
Randolph N. Bennett
Commissioner
Department of Property and Procurement

[Signature]
M. Madhritu

CONTRACTOR

[Signature] 11/20/15
Date
Fran Greaney, Principal
Deloitte Consulting, LLP
1919 N. Lynn Street Arlington, VA 22209

APPROVED:

[Signature]
KENNETH MAPP
GOVERNOR
UNITED STATES VIRGIN ISLANDS

Date: 08-12-16

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

[Signature]
Jennifer Smock

Date: 2/5/16

MED NO.

ACCOUNT CODE NO.

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[Handwritten initials]