

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. PC-OMB-084 -2010, (the "Original Contract") approved by the Governor of the Virgin Islands on June 24, 2010, and the terms of the Addenda attached to this Contract, all of which are fully incorporated herein by reference.

WHEREAS the Second Amendment to the above-mentioned contract with Bazilio Cobb Associates expired on June 30, 2016; and

WHEREAS, the procurement process for RFP-002-2016(P) was completed, but U. S. Department of Education's concurrence is required and not yet received. It is therefore necessary to engage Bazilio Cobb Associates to comply with the USED/DE mandate for a Third Party Fiduciary Agent to be in place.

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

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Work) and Addendum II (USDE/ED FFY2016 – 2017 Special Conditions, dated June 30, 2016) attached hereto and made a part of this contract. Contractor acknowledges that the Government has procured its services under this Contract to provide Third Party Fiduciary oversight and financial management services to enable the Government to regain sole fiscal management responsibilities for USDE/ED grant funds, including formula grants, awarded to VIDE and other Virgin Islands agencies and that the Contractor shall provide such assistance.

The Contractor maintains that it possesses the capacity and ability to act as Third Party Fiduciary for USDE/ED grant funds awarded to VIDE and other Virgin Islands agencies under this contract.


2. TERM

This contract period for the services shall be effective from July 1, 2016 and conclude September 30, 2016 upon the execution by the Governor of the Virgin Islands. The Contractor shall be responsible to budget all work efforts accordingly.

The Government reserves the right to renew this contract for two (2) additional ninety (90) day periods.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum of **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000)** in accordance with the provisions set forth in Addendum III (Compensation) attached hereto and made a part of this contract.

Contractor's Initials: 
BCA 2016 Contract

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THIS AGREEMENT is made this 1st day of July 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 Management and Budget (VIOMB), Department of Finance (VIDOF), Department of Education (VIDE), Department of Health (VIDH) and the Department of Human Services (VIDHS) (hereinafter referred to as "Government") and **Bazilio Cobb Associates, P.C.** (Hereinafter referred to as "Contractor" or "Third Party Fiduciary Agent")

WITNESSETH:

WHEREAS, as a condition of receiving further United States Department of Education ("USDE/ED") Funding, USDE/ED has mandated that the Government is in need of the services of a Third Party Fiduciary, acceptable to the USDE/ED, to administer its funding to the Virgin Islands Department of Education, Department of Health and the Department of Human Services, which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

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

WHEREAS, the Contractor is familiar with the grant award requirements of the USDE/ED and the Government; and

WHEREAS, Contractor and the Government entered into the Contract for Professional Services, Contract No. PC-OMB-084 -2010, (the "Original Contract") approved by the Governor of the Virgin Islands on June 24, 2010, pursuant to which the Government engaged Contractor to manage grant funds awarded by the U.S. Department of Education ("USED") to the Government. The Original Contract was amended by Contract No. PC003OMB11 ("First Amendment") and approved by the Governor of the Virgin Islands on September 30, 2010. The Original Contract and First Amendment were assigned to the Contractor's successor-in-interest, Bazilio Cobb Associates, PC, by Assignment and Contract No. PC090OMB12, which was approved on December 10, 2012. The assignment was followed by two (2) renewal options as follows: Renewal Option, No. PC118OMB13 which was approved on June 14, 2013 and followed by Renewal Option, No. PC116OMB14, which was approved on June 24, 2014. Pursuant to the amendments and renewals, the original contract expired June 23, 2015 and the Second Amendment expired on June 30, 2016; and

WHEREAS, the U.S. Department of Education has issued Federal Fiscal Year ("FFY") 2011, 2012, 2013- 2014, 2014 - 2015 and FFY2015 and 2016 Special Conditions ("Special Conditions"), and

WHEREAS, the U.S. Department of Education has issued Federal Fiscal Year ("FFY") FFY2016 and 2017 Special Conditions ("Special Conditions"), which is attached hereto and made a part hereof as Addendum II; and

WHEREAS, the terms of this Contract shall consist of the terms provided herein, the content and provisions of RFP-002-2016 (P), the content and provisions of the Original Contract,

Contractor's Initials: BCA
BCA 2016 Contract

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4. TRAVEL EXPENSES

Any costs and expenses, including travel related costs, of the Contractor and its agents or personnel incurred under this Agreement are included in, and not in addition to, the amount specified in Section 3.

5. RECORDS

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract. Such records shall include, but shall not be limited, to a description of all deliverables and tasks performed. All records derived therefrom and pertaining to this Contract is the property of the Government and shall be turned over to it at the termination or expiration of this Contract. The above described materials shall not be utilized by the Contractor or by any other person or entity except upon the written permission of the Government.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. The Contractor states that it has done a thorough background check on all employees, personnel and others and verifies that those persons are qualified and possess the training and skills necessary to perform the work and services required under this contract. Contractor has also provided a certificate of liability insurance, including the endorsement page, which names the V.I. Government as an insured.

7. DOCUMENTS, PRINTOUTS, ETC.

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

8. OWNERSHIP OF DOCUMENTS AND INFORMATION

(a) All documents, technical communications, books, records, instructional materials, programs, application software developed, findings, conclusion, opinions printouts and memoranda of every description derived therefrom and pertaining to this Agreement, but not including Contractor's administrative communications, records, files, and working papers relating to this Contract, shall be the sole and exclusive property of the Government, free and clear of any claim or retention rights by the Contractor. 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. However, Contractor's methodologies are the property of Contractor, provided that they were developed outside the scope of the Contract. In particular, in the course of performance hereunder Contractor may use (and may authorize the government's personnel to use) proprietary assessment tools to assist in engagement completion. The Government shall have a royalty-free, non-exclusive and irrevocable license to use Contractor's methodologies and Contractor's proprietary assessment tools for internal business purposes only. The Government may not otherwise use or distribute such methodologies and proprietary assessment tools for the benefit of others.

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(b) The Government retains all ownership rights, including but not limited to ownership and licenses for any and all application software, operational codes, and plans developed with respect to, derived from, or pertaining to the Contractor's services under this Contract or the services of subcontractors procured by Contractor to perform under this Contract. Neither Contractor nor any of its subcontractors shall have any ownership rights or interests with respect to any application software, operational codes, or any work product or intellectual property developed with respect to, derived from, or pertaining to the services under this /contract. With respect to proprietary assessment, application, and operational tools and methods pertaining to the project under this Contract that are not derived from or developed with respect to Contractor's or any subcontractor's services under the Contract, Contractor shall assign and transfer to the Government its ownership rights and interests in said proprietary tools and methods. The Contractor shall make available to the Government at any time the most current versions of all program source code, data dictionary and all relevant documentation on computer readable media, and shall provide interim copies upon request of Government. Concurrent with the final delivery of the software, the Contractor shall provide the Government with at least ONE (1) copy of the source code, in computer readable media, for each application program modified and/or enhanced under this Contract. Contractor shall transfer and assign its ownership and/or other licensee/user rights to any software, including all updates and version thereto, or structured methodology (used to develop, document, modify, test, compile, or otherwise assist in the project) that was used or purchased for this Contract to the Government at the completion of the Contract without additional cost to the Government.

(c) The Government retains all ownership rights and warranties to all computer hardware and/or equipment purchased and/or installed by the Contractor on behalf of the Government for the operation or maintenance of the software under this Contract. The parties agree that computer hardware and /or equipment that is owned by the Contractor and not purchased and/or installed by the Contractor on behalf of the Government under this Contract, shall remain the property of the Contractor.

(d) Excepted from the provisions of this Section 8 are all programs and documentation which are licensed material acquired by Contractor and/or its subcontractors in connection with this Contract. Contractor shall assign all such licensed material to the Government.

(e) Contractor reserves the right to publish documents and information not deemed Confidential Information, as defined in Section 9 herein, describing the results of, or created during, the work performed under this Contract. Contractor will not publish any item with the name of the Government without the prior written consent of the Government.

9. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all data, including but not limited to materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information concerning Government personnel and relating to the Government's operations and functions and classified as confidential under Virgin Islands and federal statutes and rules and regulations. Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the Government and Contractor shall hold the same in confidence, shall not use the Confidential Information except with the specific prior written authorization of the Government, and shall disclose it only to its officers, directors, or employees with a specific need to know. Contractor will not disclose, publish or

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otherwise reveal any of the Confidential Information received from the Government to any other party whatsoever except with the specific prior written authorization of the Government. Contractor shall take all necessary steps to safeguard the confidentiality of information in conformity with Federal and Virgin Islands statutes and rules and regulation. The provisions of the section shall not apply to Confidential Information that the Contractor is required to disclose by law or by court order. In such event the Contractor shall give the Government at least ten (10) days prior notice of disclosing Confidential Information, which notice shall include the legal authority or court order compelling the disclosure of Confidential Information and state the specific Confidential Information that the Contractor is compelled to disclose by law or court order. The Government shall have the right to challenge any demand for the disclosure of Confidential Information made by court order or under the authority of law.

10. COPYRIGHTS

- (a) Contractor warrants that all products designed and delivered by Contractor hereunder do not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of a third party. In the event of a claim by a third party against the government, the Government shall promptly notify the Contractor with copies of all documents and papers served upon the Government, and Contractor shall defend such claim in the name of the Government, but at the Contractor's expense, and shall indemnify and hold harmless the Government against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.
- (b) In the event that any order of a court of competent jurisdiction shall prevent the Government from using all or any part of such product(s), Contractor at Contractor's sole option, shall either (i) obtain for the Government to continue using all of such product(s), including the alleged infringing portion, or (ii) replace such infringing portion of such product(s) to make it non-infringing.

11. FINANCIAL MANAGEMENT SYSTEM

The parties hereby acknowledge and agree that the Tyler MUNIS financial management system ("Tyler MUNIS") is for the purposes of this Contract, a credible financial management system that meets generally accepted accounting principles for purposes of audit and examination of any books, documents, papers, and records in support of or in connection with the Contract. The Contractor shall utilize Tyler MUNIS in the performance of its services under this Contract. Contractor shall also provide the Government with access with the relevant profile, as requested by the Government **to ensure accurate and efficient processing**, to Contractor's financial management system.

In addition, the financial management system maintained by the Contractor shall have the capability of identifying and segregating federal grant funds that are to be administered pursuant to this Contract from federal grant funds that **are not** to be administered pursuant to this Contract. The parties acknowledge and agree that Tyler MUNIS has such capabilities. All costs under this Contract will be fully accounted for separately and independently from any other costs of Contractor, who will be required to establish separate ledgers and accounts for this Contract so that costs can be clearly identified. Contractor shall continue to maintain or modify its financial management system to correspond to the Government's fiscal year, October 1st through September 30th of each year. The parties acknowledge that the compensation specified in

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Section 3 of this Contract does not cover the modification of Tyler MUNIS to conform to the Government's fiscal year. In the event Contractor is required to modify Tyler MUNIS to conform to the Government's fiscal year, the parties may evaluate the services relating to such modification and, pursuant to such evaluation, may negotiate in good faith to amend the Contract to account for documented additional fees, costs, and expenses associated with such services. There shall be no loans to employees or others with Government funds. Furthermore, there shall be no commingling of funds received under this contract.

12. RETENTION OF RECORDS AND ACCESS BY GOVERNMENT AGENCIES

Contractor, including its subcontractors, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and make such materials available at the respective offices at all reasonable times, for inspection by authorized officials of the United States Virgin Islands, and concerned Federal agencies. Each subcontract shall include a provision containing the conditions of this Section. This documentation shall be preserved for either a period of FIVE (5) years from the date of termination of this Contract, or until an audit conducted by the Federal government is completed, whichever condition occurs first.

In this regard, the documentation resulting from this project will be reviewed by the Government and these agencies, and Contractor will be required to make any corrections required by these agencies as a result of their evaluations, subject to the terms of this Contract. The Government will give Contractor reasonable notice of at least FIVE (5) work days for any inspection of documentation as set forth herein.

13. LIABILITY OF OTHERS

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

14. DELEGATION

The contractor shall not subcontract or delegate any part of the services under this Contract without the prior written approval of the Government, after the Government has obtained the prior written approval of the USDE/ED, which consent shall not be unreasonably withheld. Contractor warrants that all subcontractor agreements related to this Contract shall comply with all applicable local and federal laws and rules and regulations. Pursuant to the qualifications and limits set forth in Sections 16 and 17 herein, Contractor shall be liable to the Government for the work performed by its subcontractors and for damages to the Government resulting from its subcontractors' actions, negligent or otherwise.

15. ASSIGNMENT

Contractor's Initials: RSB
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The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government, after the Government has obtained the prior written approval of the USDE/ED.

16. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government, its 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 character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

17. LIMITATION ON LIABILITY

The parties expressly agree that Contractor's liability under this Contract is limited to claims paid by the Contractor's insurance coverage described in **Section 42** herein; provided, however, that such limitation on liability shall not apply to a breach of the confidentiality provisions of this Contract or damages caused by Contractor's gross negligence, reckless conduct, or willful misconduct.

18. 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.

19. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands; so long as such law does not conflict with federal law or rules and regulations applicable to the Contract. In the event of such conflict, the applicable federal law and rules and regulations shall govern the Contract. With respect to the procurement of goods and services under this Contract, the provisions of all **applicable Code of Federal Regulations (CFR)** apply. Under those provisions, the Virgin Islands is directed to use its own procurement laws and regulations which must conform to applicable federal law and the standards identified in the applicable CFRs.

Pursuant to Chapter 23 of Title 31, Virgin Islands Code, the Virgin Islands Department of Property and Procurement, through its Commissioner, is charged with purchasing and contracting for all supplies, materials, equipment and contractual services for executive branch agencies. Such agencies include those receiving USDE/ED grant funds. 3 V.I.C.62 states that the Commissioners heading the executive departments of the Government shall have the ultimate responsibility for the proper performance of the functions vested in them or their respective departments. Said responsibility may not be delegated. Accordingly, it is the responsibility of the Commissioner of Property and Procurement, as the Chief Negotiating Officer for purchases and contracts relating to Virgin Islands agencies receiving USDE/ED grant funds to assess the needs of such agencies and enter into contracts for goods and services on behalf of said agencies. In all instances, the Commissioner of Property and Procurement shall procure goods and services pursuant to the applicable provisions of Virgin Islands procurement law and regulations so long as such law does not conflict with, and conforms to, federal law and rules and regulations

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regarding procurement policies and procedures applicable to this Contract, including the provisions of the CFRs that apply.

20. VENUE

Jurisdiction over any and all disputes or controversies arising under this Contract shall be exclusive in the courts of the United States Virgin Islands.

21. DISPUTE RESOLUTION

The parties agree that if any dispute arises between the parties under this Contract, the following dispute resolution procedure shall be followed:

- (a) The parties agree to first seek USDE/ED's assistance in resolving any and all disputes relating to the permissible use and application of USDE/ED grant funds. In such instances, as noted in Addendum II (FFY2015 – 2016 Special Conditions, dated June 30, 2015), Section II.A.3, USDE/ED may issue "decisions or advice" in resolution of the unresolved issue.
- (b) In the event any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party until it has first provided written notice to the other party of the alleged dispute and submitted the dispute to mediation in the U.S. Virgin Islands. No lawsuit, claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until 90 days has passed, whichever comes first. The mediation shall be conducted under the rules of the American Mediation Association and any mediator chosen by the parties must be certified by said Association.
- (c) Pending any and all dispute resolution during the 90 day mediation period set forth herein and pending any and all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to perform work under the Contract and the Government shall, pursuant to the provisions of Addendum III to this Contract, continue to pay Contractor for such work.

22. 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.

23. U.S. DEPARTMENT OF EDUCATION (USDE/ED) SPECIAL CONDITIONS

The parties acknowledge the USDE/ED may, at its discretion, revise or supplement the Special Conditions attached as Addendum II to this Contract. In the event USDE/ED revises or supplements the Special Conditions attached as Addendum II to this Contract, the parties shall, as necessary and pursuant to Section 22 herein, amend the terms and provisions to this Contract

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so that such terms and provisions correspond with and do not conflict with the new Special Conditions, and incorporate the new Special Conditions as a new Addendum to this Contract.

24. DEVELOPMENT OF PERFORMANCE AND OPERATIONS PROTOCOLS

Contractor shall set forth its recommendations and proposed verification and control protocol in a written report (the "Assessment and Recommendation Report").

In preparing the Assessment and Recommendation Report, Contractor shall consult and coordinate efforts with the Self Contained Model (SCM) aka Federal Grants Specialized Processing Unit (FGSPU), of the Office of Management and Budget, to identify those particular functions of the FGSPU that are subject to time parameters and the failure of performance, by the user agencies, of which may adversely impact the Government, such as failing to satisfy administrative requirements that results in the lapsing of USDE / ED grant funds. The Recommendation Report shall also verify the duties and functions, as identified by the Self Contained Model (SCM) aka Federal Grants Specialized Processing Unit (FGSPU) of the Office of Management and Budget that must be performed in order to permit the unit and the Contractor to satisfactorily perform their duties. The parties agree that, based upon this information, the parties shall amend the Contract to specify performance guarantees by the Contractor.

Notwithstanding the aforementioned provisions, the Contractor is under a duty and obligation to continue the performing the duties as the Third Party Fiduciary Agent.

25. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

26. RIGHT TO WITHHOLD

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

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

27. FORCE MAJEURE

Contractor and/or Government shall be excused from performance under this Contract for any period that Contractor or the Government is prevented from performing any services in whole or in part as a result of acts of God, actions or inactions of the Government, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, provided that the

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Contractor or the Government have prudently and promptly acted to take any and all preventive and/or corrective steps that are within the Contractor's or the Government's control to ensure that the Contractor or the Government can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed as a breach of the Contract. This clause shall not relieve the Contractor of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties.

The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, with FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform.

28. CONDITION PRECEDENT

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

29. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

The Government may, at any time, terminate this Contract for its convenience and without cause. The Government shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date, which shall not be less than thirty (30) days from the date of the notice.

Upon receipt of a Notice of Termination, and except as directed by the Government, the contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (a) Cease operations as specified in the notice;
- (b) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
- (c) Terminate all subcontracts to the extent they relate to the work terminated;
- (d) Take actions necessary, or that the Government may direct, for the protection and preservation of the work and property related to this contract that is in the possession of the Contractor and in which the Government has or may have an interest;
- (e) Transfer title and delivery to the Government of all work in process, completed work, material produced or acquired for the work terminated;

In the case of such termination for Government's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, not including any software or structured methodology, if and when paid for by the Government, become the property of the Government.

Either party will have the right to terminate this Contract with or without cause on a minimum of thirty [30] days written notice to the other party specifying the date of termination.

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30. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty [30] day notice.

31. CONTRACTOR PROJECT PERSONNEL

- (a) Contractor shall, in writing, provide the Government with the names and qualifications, which shall include references and curriculum vitae, of all Key Personnel Operating Personnel that will be providing services under this Contract. Key Personnel shall be subject to the approval of the Government. The Government's approval process for Key Personnel may, at the discretion of the Government, include a face to face interview. Once approved by the Government, Key Personnel may not be removed from the project without the prior approval of the Government. In the event the Government approves the removal of any Key Personnel, Contractor shall provide the name and qualifications, which shall include references and curriculum vitae, of the replacement Key Personnel. All replacement Key Personnel shall be subject to the approval of the Government, which approval process may, at the discretion of the Government, include a face to face interview. Contractor's Key Personnel shall be of similar caliber, and meet the same professional standards, as the members who were part of the Contractor's initial project team.
- (b) "Key Personnel" shall mean an employee of the Contractor serving in a supervisory capacity or in a position that includes any responsibility or authority to make discretionary decisions with respect to the services to be performed under this Contract. Key Personnel includes, but is not limited to, all managers.
- (c) "Operating Personnel" shall mean any person employed by the Contractor with respect to this Contract who is not in a supervisory capacity with the authority to make discretionary decisions with respect to the services to be performed under this Contract and whose duties involve performing the specific tasks described in the scope of service under this Contract under the supervision and direction of the Contractor's Key Personnel.
- (d) All Key Personnel assigned to this Contract shall be employees of the Contractor. Contractor may not subcontract any Key Personnel positions.
- (e) Contractor shall assign a Key Personnel employee to act as Contractor Project Manager with respect to this Contract. The Contractor Project Manager shall have the responsibility of managing the project under this Contract on behalf of the Contractor. Also, the parties agree that any performance issues or other issues and concerns that the Government may have with respect to the Contract shall first be communicated to the Contractor Project Manager.
- (f) The Government shall have the right to request the removal of any Key Personnel and any Operating Personnel that is an employee of the Contractor. Upon such request,

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Contractor shall, within THIRTY (30) days, remove the subject individual or individuals from the project and present the names and qualifications, including references and curriculum vitae, of replacement Key Personnel or Operating Personnel, as the case may be. Individuals selected to replace Operating Personnel may commence performance of their duties upon the Government's receipt of the names and qualifications of said individuals. In addition, the Government shall have the right to recommend the removal of any Operating Personnel that is a subcontractor of the Contractor. In the event the Contractor acts upon the Government's recommendation, it shall within THIRTY (30) days of the removal of such Operating Personnel subcontractor present the names and qualifications, which shall include references and curriculum vitae, of a replacement subcontractor for review by the Government. Individuals or entities selected to replace an Operating Personnel subcontractor may commence performance of their duties upon the Government's receipt of the names and qualifications of said individuals or entities. In the event any Key Personnel or Operating Personnel is removed from the project, Contractor shall re-allocate the work assignments and duties as necessary among existing personnel in order for services under the Contract to continue without abatement or interruption until replacement personnel is chosen and commences his or her duties.

- (g) Notwithstanding any other terms of this Contract to the contrary, the provisions of this Section 31 are not subject to the Dispute Resolution provisions of Section 21 of this Contract.

32. GOVERNMENT PROJECT MANAGER

The Government shall assign an individual to act as Government Project Manager with respect to this Contract. The Government Project Manager shall be responsible for the interaction between the Contractor and the Self Contained Model (SCM) aka Federal Grants Specialized Processing Unit (FGSPU) of the Office of Management and Budget, who will coordinate efforts and liaison with the Virgin Islands agencies that receive USDE/ED grant funds. The parties agree that any payment issues or other issues and concerns the Contractor may have with respect to the Contract shall first be communicated to the Government Project Manager.

33. 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.

34. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
- (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or

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any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

- (2) a territorial officer or employee and, as such, has:
- (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity;
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

35. EFFECTIVE DATE

This contract period for the services shall be effective from July 1, 2016 and conclude September 30, 2016 upon the execution by the Governor of the Virgin Islands

36. VI TPF Transition Period

The Contractor will coordinate efforts with the selected Contractor to transfer processes, files, records and any other pertinent information required for the seamless transition of responsibilities.

37. 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 No. 1, Third Floor
St. Thomas, VI 00802

Nellon L. Bowry, Director
Office of Management and Budget
5041 Norre Gade – 2nd Floor
Emancipation Gardens Station
St. Thomas, US Virgin Islands 00802

Vivian I. Ebbesen-Fludd, RN, BSN, MS
Commissioner
Department of Human Services
Knud Hansen Complex - Building A
1303 Hospital Ground
St. Thomas, VI 00802

Sharon McCollum, PhD
Commissioner
Department of Education
#44-46 Kongens Gade

Contractor's Initials: 
BCA 2016 Contract

CONTRACT FOR PROFESSIONAL SERVICES

Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance
2314 Kronprindsens Gade
St. Thomas, VI 00802

Michelle S. Davis, PhD
Commissioner
Department of Health
#48 Sugar Estate
St. Thomas, VI 00802

CONTRACTOR

Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C.
4550 Forbes Blvd. – Suite 315
Lanham, MD 20706

37. 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.

38. OTHER PROVISIONS

Monthly fees associated with the maintenance and upkeep of the Tyler MUNIS system associated with this project is paid by the Contractor and reimbursed by the GVI.

39. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

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CONTRACT FOR PROFESSIONAL SERVICES

40. FALSE CLAIMS

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

41. INSURANCE COVERAGE

Contractor agrees to procure and provide evidence of the following insurance policies in the amount and with the type of coverage shown below:

- (a) Workers Compensation insurance in the form and amount required by the laws of the Government of the Virgin Islands.
- (b) Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and naming the Government of the Virgin Islands as loss payee.
- (c) Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence. Coverage shall include all non-owned vehicles and all hired vehicles.
- (d) Professional Liability insurance in a form acceptable to the Government with a limit of liability of not less than \$500,000 per occurrence and naming the Government of the Virgin Islands as loss payee.

Contractor warrants that during the term of the Contract it shall maintain the above-listed insurance policies in the amounts and type of coverage indicated. The Government acknowledges that any AAA rated insurance carrier shall be acceptable.

42. ORDER OF PRECEDENCE

Except with respect to Addendum II (USDE/ED Special Conditions) to this Contract, in the event of a conflict between the provisions of this Contract and the Addenda to the Contract, the provisions of this Contract shall prevail. In the event of a conflict between the provisions of Addendum II (USDE/ED Special Conditions) of this Contract and the provisions of this Contract or another Addendum to the Contract, the provisions of Addendum II (USDE/ED Special Conditions) shall prevail. In the event of a conflict between the RFP and the Contractor's Proposal, the provisions of the RFP shall prevail. In the event of a conflict between the terms of this Contract or any Addendum to this Contract and the terms of the RFP or Contractor's Proposal, the terms of this Contract and the Addenda to this Contract shall prevail.

43. SIGNATURE IN COUNTERPART

For purposes of this Contract, a photocopy or facsimile copy of the document or a photocopy or facsimile copy of a signature to the document shall have the same effect as an original. Also, this Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

See

Signature pg. 2

Nellon L. Bowry, Director
Office of Management and Budget

Date

See

Signature pg. 2

Vivian I. Ebbesen-Fludd, MS, RN, BSN
Commissioner
Department of Human Services

Date

See

Signature pg. 3

Sharon McCollum, PhD, Commissioner
Department of Education

Date

See

Signature pg. 4

Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance

Date

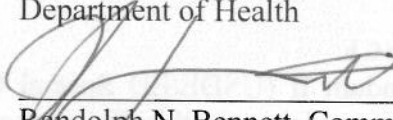
See

Signature pg. 5

Michelle S. Davis, PhD,
Commissioner Nominee
Department of Health

Date



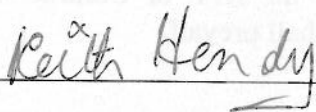


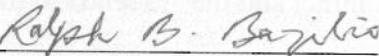
Randolph N. Bennett, Commissioner
Department of Property and Procurement

Date

8/30/16

CONTRACTOR





Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C.


Date

8/16/16

(Corporate seal, if Contractor is a corporation)

Attached: Signature pg 2
Signature pg 3
Signature pg 4
Signature pg 5

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P0710MBT16

Contractor's Initials: 

BCA 2016 Contract

Signature pg. 1.

CONTRACT FOR PROFESSIONAL SERVICES

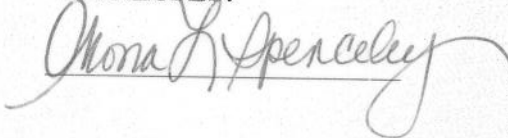
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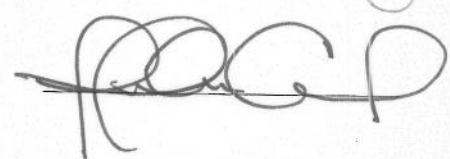
WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



Nellon L. Bowry, Director
Office of Management and Budget

8/24/2016
Date



Vivian I. Ebbesen-Fludd, MS, RN, BSN
Commissioner
Department of Human Services

8/8/2016
Date

Sharon McCollum, PhD, Commissioner
Department of Education

Date

Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance

Date

Michelle S. Davis, PhD,
Commissioner Nominee
Department of Health

Date



Randolph N. Bennett, Commissioner
Department of Property and Procurement

8/30/16
Date

CONTRACTOR

Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C.
(Corporate seal, if Contractor is a corporation)

Date

Contractor's Initials: _____

BCA 2016 Contract

signature pg. 2

CONTRACT FOR PROFESSIONAL SERVICES

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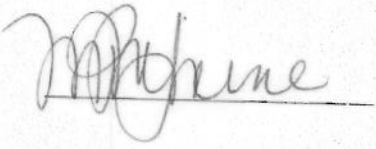
GOVERNMENT OF THE VIRGIN ISLANDS

Nellon L. Bowry, Director
Office of Management and Budget

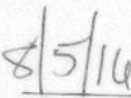
Date

Vivian I. Ebbesen-Fludd, MS, RN, BSN
Commissioner
Department of Human Services

Date



Sharon McCollum, PhD, Commissioner
Department of Education



Date

Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance

Date

Michelle S. Davis, PhD,
Commissioner Nominee
Department of Health

Date

Randolph N. Bennett, Commissioner
Department of Property and Procurement

Date

CONTRACTOR

Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C.
(Corporate seal, if Contractor is a corporation)

Date

Contractor's Initials: _____

BCA 2016 Contract

signature pg. 3

CONTRACT FOR PROFESSIONAL SERVICES

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WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Nellon L. Bowry, Director
Office of Management and Budget


Date

Vivian I. Ebbesen-Fludd, MS, RN, BSN
Commissioner
Department of Human Services

Date

Sharon McCollum, PhD, Commissioner
Department of Education

Date



Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance

8.8.2016

Date

Michelle S. Davis, PhD,
Commissioner Nominee
Department of Health

Date

Randolph N. Bennett, Commissioner
Department of Property and Procurement

Date

CONTRACTOR

Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C
(Corporate seal, if Contractor is a corporation)

Date

Contractor's Initials: _____
BCA 2016 Contract
Signature pg. 4

CONTRACT FOR PROFESSIONAL SERVICES

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WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Nellon L. Bowry, Director
Office of Management and Budget

Date

Vivian I. Ebbesen-Fludd, MS, RN, BSN
Commissioner
Department of Human Services

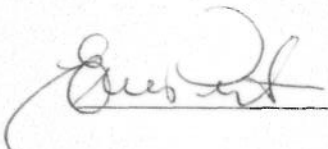
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Sharon McCollum, PhD, Commissioner
Department of Education

Date

Valdamier O. Collens, CPA, MBA
Commissioner
Department of Finance

Date



Michelle S. Davis, PhD,
Commissioner Nominee
Department of Health

8/24/2016
Date

Randolph N. Bennett, Commissioner
Department of Property and Procurement

Date

CONTRACTOR

Ralph Bazilio, CPA, CEO
Bazilio Cobb Associates, P.C
(Corporate seal, if Contractor is a corporation)

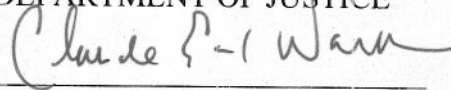
Date

P0710MBT16

Contractor's Initials: _____
BCA 2016 Contract
signature pg. 5

CONTRACT FOR PROFESSIONAL SERVICES

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE

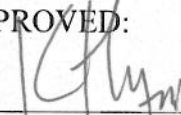


Claude E. Walker, Esq.
Attorney General

09/15/16

Date

APPROVED:



Kenneth E. Mapp
GOVERNOR OF THE VIRGIN ISLANDS

Date: 9-21-16

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
Bazilio Cobb Associates P.C.


Randolph N. Bennett, Commissioner
Department of Property and Procurement

PURCHASE ORDER NO. _____

The funding source is the **General Fund** as follows:

<u>Description</u>	<u>Org Code</u>	<u>Object</u>	<u>Project</u>
Professional Services	00992104	534000	M6153

P0710MBT16

Contractor's Initials: 
BCA 2016 Contract

